

CITY OF GLENDALE  
PUBLIC SERVICES SUBRECIPIENT CONTRACT – NONPROFIT CORPORATIONS

Agreement Amount: \$156,200

Agreement Start Date: April 1, 2023

Agreement End Date: November 17, 2023

Period of Performance: April 1, 2023 through October 27, 2023

Unique Entity ID: XXX

THIS SUBRECIPIENT CONTRACT (“**Agreement**”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Phoenix Gospel Mission Inc. dba Phoenix Rescue Mission, an Arizona nonprofit corporation (“**Subrecipient**”), and the City of Glendale, an Arizona municipal corporation (the “**City**”), the City and the Subrecipient collectively are referred to as the “Parties” and individually as the “Party”.

### RECITALS

- A. City has entered into an Intergovernmental Agreement (“IGA”) with Maricopa County Administered by its Human Services Department (“MCHSD”) for financial assistance to provide Heat Relief Services (“Activity”) pursuant to the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (“ARPA”) in accordance with 31 CFR Part 35 – Pandemic Relief Programs;
- B. As provided in the IGA, the City is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and City desires to provide funding to assist Subrecipient in providing this Activity through the distribution of ARPA (“**Funds**” or “**Funding**”).
- C. Subrecipient desires to conduct Activity in accordance with this Agreement that will principally serve persons experiencing homelessness or populations at risk of suffering from heat-related illness or death within the community.
- D. City and Subrecipient agree that the Activity meets a priority need identified in the City’s Five-Year Consolidated Plan and the Funds designated for the Activity constitute reasonable and prudent assistance necessary for the completion of the Activity.
- E. City finds that a public purpose is served by the financial participation of the City and by providing the Funding designated for Subrecipient.

### AGREEMENT

#### 1.0 PURPOSE

Through this Agreement the City seeks to expand daytime heat relief respite services in Glendale. The City shall provide Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (“ARPA”) obtained through the IGA for three (3) heat relief respite centers (the “Project”) to principally serve people experiencing homelessness or other vulnerable populations at risk of suffering from heat-related illness or death. This project expects to provide services to a minimum of 90 individuals per day.

## **2.0 TERM OF AGREEMENT**

- 2.1 The term of this Agreement is from April 1, 2023, through November 17, 2023
- 2.2 This Agreement shall be effective upon approval and signature by both Parties.

## **3.0 PERIOD OF PERFORMANCE**

Subrecipient may provide goods and services included under this Agreement from April 1, 2023 through October 27, 2023 (“Period of Performance”). The City will only reimburse documented and eligible expenses incurred during this period.

## **4.0 AMENDMENTS**

Any changes to this Agreement shall be effective only through a written amendment signed by both Parties.

## **5.0 ADMINISTRATIVE CHANGE ORDERS**

- 5.1 The City Manager is authorized upon the recommendation of the Community Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the City through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the City and the Subrecipient. Administrative Change Orders may address any of the following areas:
  - 5.1.1 Modifications to budget line items if the Agreement amount remains unchanged;
  - 5.1.2 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
  - 5.1.3 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

## **6.0 FUNDING, INVOICING AND PAYMENT**

The City shall provide the Subrecipient with \$548,900 in ARPA Funds originating from the U.S. Department of Treasury through Maricopa County on a reimbursement basis.

## **7.0 AVAILABILITY OF FUNDS**

- 7.1 This Agreement and the Parties’ obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the City for disbursement. The City shall be the sole authority in determining the availability of funds under this Agreement, and the City shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the Parties shall be liable for payment only for costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The Parties shall give written notice of their intent to suspend performance or their intent to terminate this Agreement under this Section at least five (5) calendar days in advance.

## **8.0 RESPONSIBILITIES OF ORGANIZATIONS**

### **8.1 The Subrecipient shall:**

- 8.1.1 Provide services according to the scope of work, timeline and budget outlined in Exhibit A.
- 8.1.2 Follow programmatic and financial reporting requirements outlined in exhibit A and use the appropriate templates provided by the City.
- 8.1.3 Allow access for City and its auditors for not less than two (2) calendar years from the date of the report to all records and materials retained by Subrecipient relating to the Program, with such access to be granted during normal business hours on reasonable notice of not less than forty-eight hours.
- 8.1.4 Ensure Subrecipient's and any subcontractors' compliance with federal, state, County and City requirements as they relate to the ARPA Fund requirements.
- 8.1.5 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement

### **8.2 The City Shall be responsible for all of the following:**

- 8.2.1 Provide timely payment of subrecipient invoices on a monthly basis.
- 8.2.2 Respond to questions from the Subrecipient in a timely manner.
- 8.2.3 Provide technical assistance and training to Subrecipient staff as necessary to ensure proper administration services under this Agreement.
- 8.2.4 Monitor the performance of Subrecipient against the performance goals and measures outlined in the Scope of Work.
- 8.2.5 Report to Maricopa County on the Subrecipient's use of funds.
- 8.2.6 Provide Invoice and Program Reporting template to subrecipient.

## **9.0 COMPENSATION**

### **9.1 Subrecipient shall submit monthly invoices to the City:**

- 9.1.1 For all invoiced costs related to general services and other costs associated with this project.
- 9.1.2 By the 15<sup>th</sup> calendar day of the month after month close out.
- 9.1.3 For costs incurred for the fiscal year, submit no later than the 15<sup>th</sup> of July.

### **9.2 The Agreement is on a cost reimbursement basis.**

### **9.3 The City shall reimburse the Subrecipient on a net 0 payments standard.**

### **9.4 Final Reimbursement Upon Agreement Termination.**

- 9.4.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
- 9.4.2 The final progress report, and any other required reports that may be applicable, shall be submitted with the final reimbursement request.

## **10.0 METHOD OF PAYMENT**

### **10.1 The Subrecipient shall submit invoices for project activities to [revitalization@glendaleaz.com](mailto:revitalization@glendaleaz.com).**

### **10.2 Payment by the City is not to be construed as final in the event that Maricopa County or the Department of Treasury disallows payment for the activity or any portion thereof.**

## **11.0 DISALLOWED COSTS**

- 11.1 The cost principles set forth in the Code of Federal Regulations (“C.F.R.”), 2 C.F.R. Part 200 Subpart E including later amendments and editions on file with the Arizona Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement. The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.
- 11.2 Those costs that are specifically defined as unallowable in 2 C.F.R. Part 200, Subpart E shall not be submitted for reimbursement by the Subrecipient and shall not be reimbursed with City funds.

## **12.0 TERMINATION**

- 12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.
- 12.3 The City may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 12.4 The Parties may terminate this Agreement for convenience upon 30 day’s prior written notice. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

### 13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

City of Glendale  
Community Service Department  
Jean Moreno, Director  
(623) 930-2973  
[JMoreno@glendaleaz.com](mailto:JMoreno@glendaleaz.com)  
5850 W Glendale Ave, Ste. B63  
Glendale, AZ 85301

Subrecipient:  
Phoenix Gospel Mission, Inc. dba Phoenix  
Rescue Mission  
Jussane Goodman, Director of Community  
Engagement  
[jgoodman@phxmission.org](mailto:jgoodman@phxmission.org)  
1540 W Van Buren St  
Phoenix, AZ 85007

### 14.0 EMPLOYMENT DISCLAIMER

- 14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a City agent, employee, or representative and those individuals are not entitled to City civil service rights, City retirement rights, or any other rights provided under the City personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the City with respect to the foregoing.
- 14.3 The City agrees that no individual performing under this Agreement on behalf of City may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the City shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

### 15.0 GENERAL REQUIREMENTS

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a

- substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the City and has received written approval for the payments.
- 15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

#### **16.0 ASSIGNMENT AND SUBCONTRACTING**

- 16.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the other Party. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the City agrees otherwise.
- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a subrecipient.
- 16.3 All work or services covered by this Agreement, which is subcontracted by the Subrecipient will be specified by written Agreement and subject to all provisions of this Agreement. All subcontracts must be approved by the City prior to execution.
- 16.4 The Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

#### **17.0 DISPUTES**

- 17.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 17.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the City Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.
- 17.3 The City Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the City Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the City Manager.
- 17.4 The City Manager shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the City Manager shall be final and not appealable.
- 17.5 Pending a final decision of the City Manager, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the City Representative's decision.
- 17.6 In the event the Subrecipient disagrees with the City Manager's decision, the Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

#### **18.0 SEVERABILITY**

In any provision of this Agreement is determined to be invalid, void, or illegal by a court, that determination shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

**19.0 STRICT COMPLIANCE**

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

**20.0 SINGLE AUDIT ACT REQUIREMENTS**

The Subrecipient is in receipt of federal funds through the City and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the City within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The City shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by ARPA or the City that the Subrecipient is not in compliance with the audit requirements.

**21.0 AUDIT DISALLOWANCES**

21.1 The Subrecipient shall, upon written notice, reimburse the City for any payments made under this Agreement that are disallowed by a federal, state, county, or City audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

21.2 If the City determines that a cost for which payment has been made is a disallowed cost, then the City will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the City, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the City.

**22.0 PROPERTY**

22.1 Any City property furnished or leased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with the instructions furnished by the City, and title to all such property shall revert to the City upon the expiration or termination of this Agreement. The costs to repair such property is the responsibility of the Subrecipient within the limits budgeted in this Agreement.

22.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient or Subrecipient's subrecipient, as applicable. Repair costs of such property shall be the responsibility of the Subrecipient or Subrecipient's subrecipient, as applicable.

22.3 Equipment or materials purchased by the Subrecipient or provided to the Subrecipient by the City must be used by the Subrecipient for the Activity defined in Exhibit A for the entire useful life of the equipment or materials whether or not the program continues to be supported by the Subrecipient grant award.

**23.0 LIMITATION ON LIABILITY**

23.1 The City and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments,

agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the City and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

23.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

#### **24.0 GENERAL INDEMNIFICATION**

Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as “Claims”) either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 26 shall survive termination of this Agreement.

#### **25.0 INSURANCE**

The Subrecipient shall provide the City a Certificate of Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

#### **26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Subrecipients or Subcontractors at all tiers.

#### **27.0 TECHNICAL ASSISTANCE**

The City will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all

applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

**28.0 STAFF AND VOLUNTEER TRAINING**

The City may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the City or Maricopa County.

**29.0 CLEAN AIR ACT**

If the total face value of this Agreement exceeds \$100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

**30.0 LOBBYING**

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

30.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

**31.0 RELIGIOUS ACTIVITIES**

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its subcontractors or subrecipients will include any expense for or related to any religious activities.

**32.0 POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services contributed by the City under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**33.0 COVENANT AGAINST CONTINGENT FEES**

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City may immediately terminate this Agreement without liability.

**34.0 RIGHTS IN DATA**

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available

information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

### **35.0 COPYRIGHTS**

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

### **36.0 AGREEMENT COMPLIANCE MONITORING/AUDITING**

36.1 The City will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by ARPA and Maricopa County. On-site visits for compliance monitoring may be made by the City and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the City shall provide the Subrecipient with 20-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the City for inspection and copying.

36.2 The City shall request information for fiscal monitoring/audit per (OMB) Uniform Guidance 2 C.F.R. § 200, to include as applicable:

36.2.1 Financial Management 2 C.F.R. § 200.302

36.2.2 Internal Controls 2 C.F.R. § 200.303

36.2.3 Bonds 2 C.F.R. § 200.304

36.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305

36.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306

36.2.6 Program Income 2 C.F.R. § 200.307

36.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308

36.2.8 Period of Performance 2 C.F.R. § 200.309

36.2.9 Insurance Coverage 2 C.F.R. § 200.310

36.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338

36.2.11 Procurement Standards 2 C.F.R. § 200.318

36.2.12 Indirect Costs 2 C.F.R. § 200.414

36.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

36.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

### **37.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS**

37.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the City, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the City of any such agreement shall be a breach of this Agreement and the City may immediately terminate this Agreement without liability.

37.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.

37.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

**38.0 MINIMUM WAGE REQUIREMENTS**

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

**39.0 RECOGNITION OF CITY AND COUNTY SUPPORT**

The Subrecipient shall give recognition to the City and Maricopa County Human Services Department and the funding source (ARPA) for its support when the Subrecipient participates in media interviews, publishes materials, or releases public information about programs, services, or outcomes that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

**40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

**41.0 DISABILITY REQUIREMENTS**

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and -2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**42.0 EQUAL EMPLOYMENT OPPORTUNITY**

42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

42.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:

42.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

42.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

- 42.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
- 42.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
- 42.3.5 Arizona Executive Order 2009-09, *et seq.* as amended, which mandates that all persons shall have equal access to employment opportunities.

#### **43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Agreement, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

#### **44.0 FINANCIAL MANAGEMENT**

The Subrecipient shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the City in accordance with applicable State of Arizona and federal regulations. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

#### **45.0 RETENTION OF RECORDS**

- 45.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.
- 45.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the City, County, federal and state auditors and any other persons duly authorized by the City shall have full access to, and the right to examine, copy, and make use of any and all of the records.

#### **46.0 ADEQUACY OF RECORDS**

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the City for the services not supported and/or documented.

#### **47.0 IMMIGRATION LAWS AND REGULATIONS**

##### **47.1 Federal Immigration and Nationality Act**

- 47.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.
- 47.1.2 By entering into this Agreement, the Subrecipient warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the City upon request. These warranties shall remain in effect through the

term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms (“I-9”) as required by the U.S. Department of Labor’s Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

47.1.3 The City may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the City suspect or find that the Subrecipient or any of its subcontractors are not in compliance, then the City may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

47.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

47.2.1 The Subrecipient and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.2 A breach of a warranty under this Subparagraph 47.2.2 shall be deemed a material breach of this Agreement and the City may immediately terminate this Agreement without liability; and

47.2.3 The City and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or their Vendor’s employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 47.2.3 and that the Parties agree to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

#### **48.0 DRUG FREE WORKPLACE ACT**

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

#### **49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

49.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 49.1.2 above; and

49.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

49.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

## **50.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

50.1 The Subrecipient agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

50.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to City upon request; and

50.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

## **51.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01**

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

## **52.0 SURVIVAL**

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

## **53.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

53.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

53.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.

53.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been

reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

- 53.3.1 Non-performance of any obligations required by this Agreement.
- 53.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
- 53.3.3 Unauthorized expenditure of funds.
- 53.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
- 53.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 53.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipients, without intent to limit or with restrictions, be subject to the following:
  - 53.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.
  - 53.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 53.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

#### **54.0 ADMINISTRATIVE REQUIREMENTS**

- 54.1 Accounting Standards – The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 54.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The City shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the City.
- 54.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:

- 54.3.1 Records to be maintained – The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
- 54.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files.
- 54.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 54.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 54.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

## **55.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)**

- 55.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:
  - 55.1.1 the forced labor of ethnic Uyghurs in the People's Republic of China.
  - 55.1.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
  - 55.1.3 any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 55.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the City within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the City of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

## **56.0 FORCE MAJEURE**

- 56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout,

blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

[Signatures contained on following page]

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement.

CITY OF GLENDALE, an Arizona  
municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

**PHOENIX GOSPEL  
MISSION, INC.**, an  
Arizona non-profit  
corporation

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By:

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Its:

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## **EXHIBIT A- STATEMENT OF WORK**

### **1.0 Project Description and Program Goals:**

- 1.1 The Subrecipient shall implement the Project to provide transportation and case management services for homeless individuals or families or other vulnerable populations at risk for heat-related illness or death who would like to take refuge at three specific respite centers to include:
  - 1.1.1 Provide street outreach and transportation to 3 new heat relief respite centers during hours of operation which shall be a minimum of 48 hours per week at each location with target operating hours seven (7) days per week from 12:00 PM to 8:00 PM during the period of performance.
  - 1.1.2 An estimated minimum of 90 individuals per day to receive services between all three locations.
  - 1.1.3 Provide case management and navigation services to persons at the respite centers.

### **2.0 Scope of Work:**

The Subrecipient shall comply with the following service requirements:

- 2.1 Administration
  - 2.1.1 Ensure established Policies and Procedures are in place for Project service delivery;
  - 2.1.2 Implement a process to ensure individuals served are currently experiencing homelessness or are at risk of heat-related illness or death;
  - 2.1.3 Be responsible for hiring, managing, training, and terminating staff as necessary, in accordance with Subrecipient's established policy and procedures. Subrecipient shall make Policies available for City review at time of monitoring.
  - 2.1.4 Do not transport to the center if the center is at capacity.
  - 2.1.5 Do not allow loitering outside of the respite centers or queuing lines to get in.
  - 2.1.6 Promptly report suspicious activity or crime to the police department.
  - 2.1.7 Collaborate with the center operator to ensure that any property brought to the location by participants is stored out of the public view.
  - 2.1.8 Collaborate with the center operator to address any issues raised by neighbors or other community members relating to the operations in a timely manner.
  - 2.1.9 Report incidents that may involve a liability issue, significant disruptions in services or unusual or dangerous interactions which may leave the City open for public scrutiny. Subrecipient will report incident to City Homeless Services staff by telephone as soon as possible within 24 hours following occurrence and will provide a detailed incident report to City Homeless Services staff within three business days following occurrence.
  - 2.1.10 Collaborate with Homelessness service partners/providers to coordinate services for clients.
  - 2.1.11 Background Checks for Employment Through Central Registry:
    - 2.1.11.1 The Partners shall comply with A.R.S. § 8-804 (as may be amended) and hereby incorporated in its entirety as provisions of the Agreement.
    - 2.1.11.2 The Subrecipient shall make available valid Background Check information to City upon request.
  - 2.1.12 Fingerprinting:

- 2.1.12.1 The Partners shall comply with, and shall ensure that all Partner's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 2.1.12.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. § 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement.
- 2.1.12.3 The Subrecipient is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 2.1.12.4 The Subrecipient shall make available valid Fingerprint information to City upon request.

## 2.2 Safeguarding of Participant Information

- 2.2.1 The use or disclosure by the Subrecipient of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.
- 2.2.2 The Subrecipient shall be responsible for preparation and retention of any records and shall ensure strict confidentiality is maintained in accordance with all laws and guidelines including HIPAA, and state laws regarding individual's records.

## 2.3 Services for Clients

- 2.3.1 Establish 3 new heat relief respite centers, locations must be approved by the City in advance.
- 2.3.2 Air conditioning, adequate restrooms, and reasonable space for personal belongings, etc
- 2.3.3 Access to sleeping mats.
- 2.3.4 Water, snacks, and meals.
- 2.3.5 Access to voluntary wrap around services such as housing assessments, case management, and workforce opportunities
- 2.3.6 Collaborate with outreach and transportation partners.

## 2.4 Outcomes/Performance Measures

- 2.4.1 Number of individuals experiencing homelessness transported
- 2.4.2 Number of individuals at risk of heat-related illness or death transported
- 2.4.3 Number of individuals turned away due to exceeding capacity
- 2.4.4 Number of individuals case managed
- 2.4.5 Number of individuals who obtained shelter or other housing services

- 2.4.6 Number of individuals enrolled in Coordinated Entry
- 2.4.7 Total other supplies/quantities provided for clients
- 2.5 Reporting Requirements
  - 2.5.1 Monthly reporting to be submitted no later than the 15th calendar day of the month, following the close of the prior month (i.e., February 15th for January report) to include:
    - 2.5.1.1 Monthly payment request form for reimbursement using a template provided by the City.
    - 2.5.1.2 Program Reports to be sent monthly:
      - 2.5.1.2.1 Outcome report using an agreed upon template that reports progress on outcomes/ performance measures listed in the section above.
  - 2.5.2 Provide Quarterly report indicating the expenditure percentage of the yearly budget with a budget narrative describing the status and any programmatic or financial issues. This report is to include all funding sources.
  - 2.5.3 Share aggregate data at the request of City within 7 days
- 2.6 Monitoring
  - 2.6.1 The City will monitor the Subrecipient's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by either the City or Maricopa County at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all its records and accounts related to work performed under this Agreement available to the City or Maricopa County for inspection and copying.
  - 2.6.2 Subrecipient shall make Policies available for City review at time of monitoring.
  - 2.6.3 City will conduct desk monitoring monthly when financial and programmatic reports are submitted.
  - 2.6.4 The City will conduct desk monitoring at minimum, on an annual basis in conjunction with other funders in order to review outputs, outcomes and requirements described in the scope of work.
  - 2.6.5 Subrecipient will provide any ad hoc reports as requested by the City including aggregate data. Such reporting shall be for the purposes of improving access to and effectiveness of service. The City reserves the right to add, remove or revise reporting requirements at its discretion.

**3.0 Budget:**

<b>FUND SOURCES</b>	
<b>Sources</b>	<b>Total</b>
City of Glendale – MCHSD IGA	\$156,200

<b>Personnel</b>						
Number of Positions	# of FTEs	Position Title	Total Annual Salary	% Allocated to this Contract	Total Service Cost	Reimbursable Amount
2	0	Heat Relief Driver	\$22,880	100	\$45,760	\$45,760
1	0	Heat Relief Case Manager	\$26,000	100	\$26,000	\$26,000
<b>Sub-Total Personnel</b>						\$71,760
<b>Line Item Expenditures</b>					<b>Total Service Cost</b>	<b>Reimbursable Amount</b>
Employee Related Expenses (ERE)					\$22,200	\$22,200
Professional Expenses					\$0	\$0
Phone/Communications					\$2,040	\$2,040
Material & Supplies					\$6,500	\$6,500
Travel					\$39,500	\$39,500
Indirect Expenses (De minimis 10% of Program Cost)					\$14,200	\$14,200
<b>TOTALS:</b>					<b>\$156,200</b>	<b>\$156,200</b>

#### 4.0 Project Schedule:

Project Milestone	Estimated Completion Date	Comments
Hire Temporary Staff & Secure Vehicles	April 2023	Must ensure compliance with fingerprinting requirements
Partial Operations start date	May 1, 2023	Transportation services provided for any centers that are operational, at least one must be operating by this time
Full Capacity Operations by	June 1, 2023	Transportation services provided for all three centers operating a minimum of 48 hours per week up to 56 hours per week
Ramp Down	September 1, 2023	Begin reducing hours based on need
Centers Close	September 30, 2023	Unless agreed upon in writing by the City based on temperatures
Expenditure of all Funds	October 27, 2023	All funds must be expended by this date in order to be eligible for reimbursement, this includes payroll
Final Report & Reimbursement Request	November 17, 2023	This is the last day to submit any final reimbursement requests