

**SERVICES AGREEMENT**  
**(Not Construction Related)**  
Heat Relief Respite Program

This Services Agreement (“Agreement”) is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation (“City”) and Phoenix Gospel Mission Inc. dba Phoenix Rescue Mission, an 501(c)3 organization, authorized to do business in Arizona (“Consultant”) as of the 23rd day of April, 2024 (“Effective Date”).

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds, that is more fully set forth in **Exhibit A** attached (the "Project").
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work (“Scope”).
- C. Consultant desires to provide City with services (“Services”) consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates on December 31, 2024.

**3. Consultant’s Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
  - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.
- c. Notwithstanding any contrary provision in this agreement, Phoenix Rescue Mission maintains its rights as a religious organization employer under federal, state, and local laws, including but not limited to: Section 702(a) of Title VII, 42 U.S.C. § 2000e-1(a); 42 U.S.C. § 12113(d)(1) and (d)(2); the First Amendment of the U.S. Constitution; the Religious Freedom Restoration Act of 1993, 107 Stat. 1488, 42 U.S.C. § 2000bb et seq.; A.R.S. § 41-1493 et seq.; and A.R.S. § 41-1462.

#### 3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

#### 4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$97,355 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the

Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
  - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
  - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
  - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

### 5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

## 6. **Termination.**

### 6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

### 6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
  - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.
- 8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:
- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
  - c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 8.2. Indemnification.
- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
  - b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
  - c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
  - b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
  - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result

in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
  - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
  - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - c. 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.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
  - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:
    - a. The Notice is in writing; and
    - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
    - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
      - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
      - (2) As of the next business day after receipt, if received after 5:00 p.m.
    - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
    - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
  - 13.2 Representatives.
    - a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Phoenix Rescue Mission  
c/o Nathan Smith  
1540 W Van Buren Avenue  
Phoenix, Arizona 85007

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Michelle Yates  
5850 W Glendale Avenue  
Glendale, Arizona 85301

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

**14. Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy

and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**15. Term.**

- 15.1 The term of this Agreement commences upon the effective date and continues for a 1 year period. There are no automatic renewals.
- 15.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

**16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**17. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[Signatures on following page.]

The parties enter into this Agreement effective as of the date shown above.

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  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Phoenix Gospel Mission dba Phoenix Rescue  
Mission ,  
an Arizona non-profit organization



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By: *Nathan Smith*  
Its: *Chief Program Officer*

**EXHIBIT A**  
**Services Agreement**

**PROJECT**  
**(1 page)**

The Consultant shall operate Heat Relief Respite Center transportation in accordance with the Project Scope of Work (Exhibit B), Schedule (Exhibit C), and for total compensation (Exhibit D) to include:

1. Operating two 15-passenger vans daily to provide street outreach and transportation to two hot relief respite centers located at 1) Glendale Mission & Ministry Center, 6242 N 59th Avenue and 2) St. John's Lutheran Church, 7205 N 51<sup>st</sup> Avenue during the hours of operation from 12:00 pm to 8:00 pm, Monday through Saturday during the performance period.
2. An estimated minimum of 60 individuals per day to receive services between these two locations

**EXHIBIT B**  
**Services Agreement**

**SCOPE OF WORK**

**1. Minimum Operating Standards**

Consultant shall ensure to comply with the following minimum standards:

- 1.1. Consultant shall provide transportation to both facilities Monday through Saturday, 12:00 p.m. until 8:00 p.m.
- 1.2. Collaborate with respite center partners.
- 1.3. Do not transport to the center if the center is at capacity.
- 1.4. Collaborate with the center operator to ensure that any property brought into the location by participants is stored out of the public view.
- 1.5. Do not allow loitering outside of the respite centers or queuing lines to get in.
- 1.6. Promptly report suspicious activity or crime to the police department.

**2. Service Requirements**

The Consultant shall comply with the following service requirements:

- 2.1. Ensure established Policies and Procedures are in place for service delivery.
- 2.2. Be responsible for hiring, managing, training, and terminating staff as necessary in accordance with established policy and procedures or contracting professional services for this purpose.
- 2.3. Report incidents that may involve a liability issue, require emergency response intervention, significant disruptions in services, or unusual or dangerous interactions which may leave the City open for public scrutiny. The Consultant will report incident to City staff by telephone as soon as possible within 24 hours following the occurrence and will provide a detailed incident report to City staff within 3 business days following the occurrence.

**3. Background Checks for Employment Through Central Registry:**

- 3.1. The Consultant shall comply with A.R.S. § 8-804 (as may be amended) and hereby incorporated in its entirety as provisions of the Agreement.
- 3.2. The Consultant shall make available Background Check information to City upon request.

**4. Fingerprinting**

- 4.1. The Consultant shall comply with and shall ensure that all Consultant's employees, independent Consultants, subcontractors, volunteers, and other entities comply with all applicable (current

and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal record checks that relate to contract performance.

- 4.2. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are 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 record checks are hereby incorporated in their entirety as provisions of this Agreement.
- 4.3. The Consultant is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal record checks relate to contract performance.
- 4.4. The Consultant shall make available valid Fingerprint information to City upon request.

## 5. Safeguarding of Participant Information

- 5.1. The use or disclosure by the Consultant of any information concerning an applicant for or Consultant of service under this Agreement is directly limited to the conduct of this Agreement. The Consultant 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.
- 5.2. The Consultant 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.

## 6. Reporting

- 6.1. Monthly reporting to be submitted no later than the 15<sup>th</sup> calendar day of the month, following the close of the prior month (i.e., February 25<sup>th</sup> for January report) to include:
- 6.2. Monthly Outcome Report Form provided by the City that reports progress on outcomes/performance measures.
- 6.3. Consultant 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.
- 6.4. Share aggregate data at the request of City as soon as possible, but no later than five (5) business days from the request date.

## 7. Monitoring

- 7.1. The City will monitor the Consultant'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 the City at any time during the Consultant's normal business hours, announced or unannounced. During an on-site visit, the Consultant shall make all its records and accounts related to work performed under this Agreement available to the City for inspection and copying.
- 7.2. Consultant shall make Policies available for City review at time of monitoring.
- 7.3. The Consultant shall ensure compliance with federal, state, and City requirements as they relate to the federal ARPA Fund Requirements.

**EXHIBIT C**  
**Services Agreement**

**SCHEDULE**  
**(1 page)**

<b>Deliverable</b>	<b>Date</b>	<b>Comment</b>
Monthly Reporting Forms and Final Report Form templates	By April 30, 2024	City and Consultant will have agreed upon and finalized Monthly Reporting Forms and Final Report Form templates
Staff hired and training delivered	By April 30, 2024	Consultant
Operations start date	May 1, 2024	Transportation services provided for both respite centers operating six days a week
May Monthly Invoice and Reporting Due	By June 15, 2024	
June Monthly Invoice and Reporting Due	By July 15, 2024	
July Monthly Invoice and Reporting Due	By August 15, 2024	
Provide plans for review for facility shutdown	September 1, 2024	Provide plans for shutdown date and service termination. Discuss final date of operations.
August Monthly Invoice and Reporting Due	By September 15, 2024	
Operations and service termination deadline.	October 12, 2024	Heat season end date
September Monthly Invoice and Reporting Due	By October 15, 2024	
October Monthly Invoice and Reporting Due	By November 15, 2024	
Final Invoice and Reporting Due	November 15, 2024	Final Report due date

**EXHIBIT D**  
**Services Agreement**

**COMPENSATION**  
**(1 page)**

1. **Compensation**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$97,335.

1. \$28,026 shall be reimbursable for transportation as detailed in section 2 below.
2. \$69,328.49 shall be paid upon receiving the Consultant's invoice for services in seven equal installments of \$9,904.07 in accordance with the schedule below. Invoice shall include the period of time covered by the service, shall designate the project name, and shall be accompanied by the required performance reporting for the same period.

- Upon Agreement Execution
- June 15, 2024 (for May 1-31)
- July 15, 2024 (for June 1-30)
- August 15, 2024 (for July 1-31)
- September 15, 2024 (for August 1-31)
- October 15, 2024 (for September 1-30)
- Upon Project Closeout

2. **Eligible Expenses**

1. Transportation services to/from Heat Relief Centers
2. Purchase of any items not specifically listed above must be approved in writing by City staff.
3. Case management services, security staff, or hotel vouchers are exclusively prohibited and will not be reimbursed.

3. **Payment Procedures**

1. Consultant shall submit a detailed monthly invoice by the 15th day of month for the prior month's services.
2. Consultant assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, workers' compensation, and unemployment insurance benefits for its physicians, staff, agents, and employees, as well as any and all other mandatory governmental deductions or obligations.
3. Payments made by the City to the Consultant are conditioned upon the timely receipt of applicable, accurate, and complete invoices submitted by the Consultant.
4. Consultant forfeits the right to progress payment or supply expense reimbursement for costs incurred in any month for which it fails to meet the deadline for submitting the monthly reports, except if such failure is beyond the reasonable control of the Consultant or a reporting extension has been approved in writing by the City employee identified in the Notice section of this contract.
5. If the City is not reimbursed by Maricopa County Department of Public Health for any services rendered, City shall notify Consultant immediately and may suspend the service contract or progress payments until the matter is resolved.

