

CITY CLERK
ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

This Agreement is between the City of Glendale (the City), and Paula Moloff, an independent contractor (the Contractor), for the scope of work to be performed by the Contractor for professional services related to the City's From the Heart program. From the Heart (FTH) is a non-profit organization that collects private donations to fund social services to be provided to the City's elderly, youth, and homeless populations and other persons in need.

Contractor's Obligations. The Contractor agrees to manage, implement and monitor all aspects of FTH including, but not limited to, customer service requests and complaints, monitoring the collection process, updating the FTH outreach materials, orienting new committee members, and conducting educational and operational activities such as the initial applicant workshops and activities related to the award of grants to recipient agencies.

The Contractor agrees to be available to answer questions via telephone and email from the City, the public, grant recipients, the Gila River Indian Community (GRIC) and other interested parties, and to attend meetings with City representatives, as needed, throughout the term of this Agreement.

The Contractor shall ensure that FTH award recipients meet the City's semi-annual and annual reporting process. The Contractor will comply with the written annual reporting requirements for FY 15-16 associated with the GRIC grant award and matching funds program.

The City's Grants Administrator will also act as liaison with other City departments and provide program support to the Contractor, as needed, during the Term of this Agreement.

The Contractor will keep City's senior management informed of the progress of the award process via telephone and written progress reports, as requested by the City. At the expiration of the Term of this Agreement, the Contractor will provide a concise written summary all FY15-16 activities performed under this Agreement and deliver all related work product, grant summaries and collateral materials to the City's Grants Administrator. The Contractor will participate in and facilitate the orderly transition of the program to designated City staff.

City's Obligations. The City agrees to provide the level of secretarial support as was provided previously by the Mayor's Office and the Finance and Technology Department including but not limited to, mailing meeting notices, award and declination letters, committee material preparation, copying and distribution, arranging the award ceremony and other support activities, scheduling meeting rooms, and any other secretarial support required to complete the FTH award

process. The City will also provide the same level of accounting services, marketing department support, and website update services as was provided previously and assume costs associated with newspaper announcements, in-house copy materials for the committee, postage, etc. at an amount mutually agreed to by the City and Contractor.

Compensation. In exchange for the work performed by the Contractor under this Agreement, the City will pay the Contractor a fee of \$4,960.00, payable in ten (10) equal monthly payments of \$496 per month beginning in September 2015 and ending in June 2016. Payment shall be due and payable on the fifth day of each month except that payment for September and October of 2015 shall be due within 10 days of final execution of this agreement. The City will reimburse Contractor for reasonable, City-approved FTH supplies at cost, and program-related mileage at the City's designated personal vehicle mileage rate in an amount not to exceed \$500.00 during the Term of the this Agreement. Expenditures must be approved in advance by the City's Finance & Technology Director.

Independent Contractor Relationship. This is an agreement for professional services and not an employment contract. Nothing herein shall be deemed to create an employer-employee relationship or to imply any rights of an employee.

Dispute Resolution. The City and the Contractor agree that any disputes regarding the scope and performance of the Parties' respective obligations under this Agreement shall be resolved informally, without arbitration or litigation. In the event such disputes cannot be resolved informally, the Parties' sole remedy is to terminate this Agreement and neither party shall be required to further comply with its terms.

Term. The Parties' performance of the obligations contained herein shall begin on September 1, 2015 and continue through June 30, 2016. This Agreement may be renewed for one additional year, under the terms and reimbursement rates specified herein upon the mutual agreement of the Parties. Such renewal shall be effected in a written amendment or modification of this Agreement and shall be signed by both of the Parties. All terms and conditions of this Agreement shall remain in full force and effect during the renewal term, unless the Parties agree otherwise.

Termination. Either Party may terminate this Agreement at will and without cause at its sole, unreviewable discretion.

Non-Discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis 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. Contractor will require any Sub-contractor to be bound to the same requirements as

stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

City of Glendale,
an Arizona municipal corporation

DATE: 11/06/15

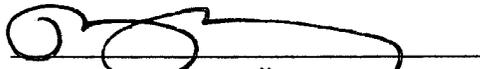


By: Richard A. Bowers
Its: Acting City Manager

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney *ap-proved*

DATE: 10/28/15

Paula Moloff, Contractor


Paula Moloff