

**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, writing various grant applications on behalf of FTH, 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 the GRIC grant award and matching funds program.

The Contractor will educate and assist the City's Grants Administrator in all aspects of FTH operations so that the City's Grants Administrator can assume all responsibilities performed by Contractor under this Agreement at the conclusion of the Term of this Agreement. 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, by reporting such progress to the Finance & Technology Director and Grants Administrator. At the expiration of the Term of this Agreement, the Contractor will provide a concise written summary all activities performed under this Agreement and deliver all related work product, grant summaries and 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 reasonable secretarial support to Contractor to facilitate Contractor's performance of her obligations under this Agreement. Such support shall include, but is 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 reasonable accounting services, marketing department support, and website update services and assume will pay the costs of publication of any required newspaper announcements, in-house copying costs, postage, or other mutually agreed upon expenses incurred by the Contractor in performance of her obligations under this Agreement.

**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 2014 and ending in June 2015. The City will reimburse Contractor for reasonable expenses, including City-approved FTH supplies, and mileage (at the City's designated personal vehicle mileage rate), provided such expenses do not exceed \$500.00 during the Term of the this Agreement and such expenditures are 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 and 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 June 1, 2014 and continue through June 30, 2015. This Agreement may be renewed for one additional year, 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.

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

3 10-3-14  
City of Glendale Date

Paula Moloff 10/3/14  
Paula Moloff, Contractor Date

**ATTEST:**  
[Signature]  
City Clerk

Approved as to form

[Signature]  
City Attorney