

**FUNDING AGREEMENT BETWEEN THE CITY OF TEMPE AND  
THE TEMPE COMMUNITY ACTION AGENCY**

C2016-\_\_\_

THIS FUNDING AGREEMENT ("AGREEMENT") is made and entered into by and between the City of Tempe ("Tempe" or "City"), an Arizona municipal corporation, and the Tempe Community Action Agency ("TCAA"), a 501(c)(3) nonprofit corporation.

**RECITALS**

- A. TCAA was founded in 1971 as a 501(c)(3) nonprofit corporation committed to serving as a social service organization, serving elderly and low income community members in Tempe.
- B. Utilizing a small professional staff and a large number of community volunteers, TCAA has developed programs to combat poverty, hunger and homelessness, promote health, and provide services for the elderly or the infirm that are in need of assistance.
- C. TCAA and Tempe have had a partnership since 1966, with Tempe providing funding directly to TCAA (and indirectly through the Tempe Community Council) to assist TCAA in its efforts to provide human services to the community.
- D. TCAA and Tempe desire to enter into an AGREEMENT that clearly states the relationship and expectations of the two entities and the consideration received by Tempe in exchange for its financial and in-kind support.

1. ADMINISTRATION

- a. TCAA Bylaws are incorporated, by reference, into this AGREEMENT.
- b. TCAA shall continue to operate as a 501(c)(3) non-profit corporation and be governed by a Board of Directors that has the ultimate authority for oversight and approval of TCAA's programs.
- c. TCAA shall utilize an accounting system which will comply with generally accepted accounting principles and with the provisions of AICPA audit guide for nonprofit corporations. TCAA shall establish and maintain a line item budget that identifies expenditures from all funding sources.
- d. The City's designated contact with TCAA shall be the Human Services Director or his/her designee. The Human Services Director shall coordinate the execution of this AGREEMENT and any reports and correspondence from TCAA shall be channeled through this individual.

2. SCOPE OF ACTIVITIES

The current responsibilities of TCAA include:

a. Acting as the City of Tempe's Community Action Program, to provide a comprehensive array of human and social services for the community, including but not limited to:

b. Helping people achieve their highest level of self-sufficiency through working to prevent homelessness, maintain independent living and alleviate poverty;

c. Ending hunger through coordinating food programs, including but not limited to: Three (3) senior centers in Tempe and South Scottsdale that provide hot lunches and home-delivered meals; enrolling residents in SNAP benefits; and providing food to children and families through the food pantry, community garden and other food resources;

d. Ending homelessness through coordinating the Interfaith Homeless Emergency Lodging Program (IHELP) in partnership with the faith community to provide shelter, meals, showers, and case management services to empower individuals experiencing homelessness to obtain greater stability and ultimately permanent housing.

e. Coordinating a career center in partnership with the City of Tempe and Arizona @ Work Maricopa County to assist individuals who are unemployed or under employed with job search, resume writing, interviewing coaching, and other employment readiness resources such as bus passes, professional clothing, and certification programs.

f. Building stability by looking into the core reasons that poverty exists and building partnerships within the community to strengthen opportunities for individuals, children and families to break the cycle of poverty;

g. Keeping families healthy through coordinating the prenatal HealthStart program for Tempe, Mesa, Chandler and Scottsdale areas; and

h. Coordinating senior/aging services by partnering with Area Agency on Aging, Region I and the City of Tempe to advocate, plan, coordinate, develop and deliver services for adults aged 60 years and older, persons of any age with HIV/AIDS, adults aged 18 years and older with disabilities and long-term care needs, and family caregivers.

i. To report directly to the City of Tempe on the performance of its activities on or before thirty (30) days after the close of the fiscal year.

### 3. ANNUAL BUDGET

TCAA shall submit to the City Council an annual line item budget approved by TCAA's Board of Directors, by July 1, 2016. Said budget will include a

description of proposed programs and staffing requirements along with their respective budgeted amounts.

4. ANNUAL AUDIT

TCAA shall provide the City an annual financial statement as compiled and reviewed by an independent CPA. TCAA shall pay for all services rendered by the CPA. All reports (financial statements, audit reports, compliance and management letters, letters of internal control) from the CPA shall be submitted to the City's Financial Services Director and Community Relations Manager/Director ninety (90) days after the end of the fiscal year (September 30, 2016).

5. REPORTS

TCAA agrees to report on the performance of its programs by submitting a report to the City at the end of the fiscal year. Said report shall be due 45 days after the close of the fiscal year and shall include an analysis of the effectiveness of the program, including a reasonable estimate of the financial impact of the program on the local economy.

6. FUNDING

Subject to the conditions as set forth in this AGREEMENT, the City shall provide the following payments to TCAA:

- a. Beginning July 2016: the City shall provide one time funding for the administration by TCAA of Tempe's Community Action Program ("CAP") in the total amount of \$206,000, which shall be paid in quarterly installments. Beginning July 2016, the City shall provide one time additional funding of \$48,000, which shall be paid in quarterly installments. The \$48,000 will be used to provide rental assistance to Tempe residents.
- b. Also beginning in July 2016, the City shall provide one time funding for the administration by TCAA of the Senior Action Program ("SAP") in the total amount of \$111,600, which shall be paid in quarterly installments.
- c. The funding specified in this AGREEMENT is contingent upon TCAA remaining the designated CAP administrator for Tempe. TCAA shall ensure that all monies received from Tempe shall be used only for CAP and SAP purposes within the political boundaries of the City.

7. HOLD HARMLESS AND INSURANCE PROVISIONS

TCAA agrees to defend, indemnify and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation's, attorney's fees or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of either (1) TCAA's negligent performance of the terms of this contract, or (2) any of TCAA's acts or omissions.

8. TERM

a. The term of this AGREEMENT is from July 1, 2016 to June 30, 2017. No extensions of this AGREEMENT will be considered by the City because TCAA will be expected to go through the Agency Review process to receive any additional funding.

b. If a party defaults in the performance of any of the covenants, agreements, terms or conditions of this AGREEMENT and such default is not cured within 30 days after notice of such default is given by the non-defaulting party, or such longer period as may be necessary provided the defaulting party has commenced curing within such 30 days and diligently pursues such curing to completion, the non-defaulting party shall have the right, at its option, to immediately terminate this AGREEMENT, whereupon it shall have no further obligation or liability under this AGREEMENT, or to seek full and adequate relief by injunction or other legal and equitable remedies (or all of the above).

c. The City may terminate this AGREEMENT pursuant to A.R.S. §38-511.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the City of Tempe by its Mayor and City Clerk has hereunto subscribed their names this 23rd day of June, 2016.

CITY OF TEMPE

\_\_\_\_\_  
Mark W. Mitchell, Mayor

TEMPE COMMUNITY ACTION AGENCY

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ATTEST:

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Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

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Judith R. Baumann, City Attorney

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