

AMENDMENT NO. 3
SUBRECIPIENT AGREEMENT FOR
 (City of Glendale, Contract No. C21-0507)

This Amendment No. 3 (“Amendment”) to the Subrecipient Agreement for Tenant Based Rental Assistance Under the Home Investment Partnerships Program (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and A New Leaf, Inc., an Arizona nonprofit corporation authorized to do business in Arizona (“Subrecipient”).

RECITALS

- A. City and A New Leaf, Inc. (“Subrecipient”) previously entered into Subrecipient Agreement, Contract No. C21-0507, dated June 8, 2021 (“Agreement”); and
- B. City and Subrecipient previously entered into Amendment No. 1 to the Agreement on February 14, 2023 to increase compensation by \$80,332.40; and
- C. City and Subrecipient previously entered into Amendment No. 2 to the Agreement on June 27, 2023 to increase compensation by \$1,037,592.61; and
- D. Under the terms of the Agreement, Subrecipient received certain funds under the Home Investment Partnerships Program ("HOME" or "HOME Program") to increase the supply of decent, safe, sanitary, and affordable housing for very low-income households.
- E. City finds that a public purpose is served by the financial participation of the City and by providing the funding designated for Subrecipient.
- F. City and Subrecipient wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Subrecipient hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended and shall expire on September 30, 2026.
3. **Scope of Work.** The scope of the work is unchanged.
4. **Compensation.** The compensation is amended to increase compensation by \$888,181.12 for a new not to exceed amount of \$3,262,800.19.

5. **Administrative Change Orders.** Only revisions to the line items in the Subrecipient's budget that do not affect the overall funding amount, may be amended at the written request of the Subrecipient. The Grant Administrator will review and make the final determination on the requesting changes within 30-days of receipt. Changes or revisions to the line items in the Subrecipient budget that exceed the overall funding amounts are void and disallowed.
6. **Insurance Certificate.** Current certificate will expire on November 1, 2025 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
7. **Non-discrimination.** Subrecipient 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. Subrecipient will require any Sub-contractor to be bound to the same requirements as stated within this section. Subrecipient, and on behalf of any subcontractors, warrants compliance with this section.
8. **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.
9. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor 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.
10. **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.
11. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

A New Leaf, Inc.
an Arizona nonprofit corporation

By: _____
Its: _____