

AMENDMENT NO. 1

American Rescue Plan Act (ARPA) Heat Relief Respite Centers Program
(City of Glendale, Contract No. C25-0389)

This Amendment No. 1 (“Amendment”) to the American Rescue Plan Act (ARPA) Heat Relief Respite Centers Program (“Agreement”) is made this _____ day of _____, 2025, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Arizona Ecumenical Council dba Arizona Faith Network, an Arizona Nonprofit Corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Arizona Ecumenical Council dba Arizona Faith Network (“Contractor”) previously entered into American Rescue Plan Act (ARPA) Heat Relief Respite Centers Program, Contract No. C25-0389, dated April 22, 2025 (“Agreement”); and
- B. The City and Contractor now desire to amend the Agreement to revise the scope of work to reflect the actual hours of operation of the respite centers, and incorporate a change order provision; and
- C. The parties acknowledge that these updates are intended to ensure transparency, accuracy, and flexibility in the administration and implementation of the Agreement; and
- D. City and Contractor 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 Contractor 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 unchanged and shall expire on December 31, 2025.
3. **Scope of Work.** The Scope of Work is hereby amended to reflect the amended hours of operation at each respite center location, as follows:
 - Glendale Mission & Ministry Center, 6242 N 59th Avenue, Glendale, AZ 85301
 - Operating from 12:00 p.m. to 8:00 p.m. Monday through Friday
 - St. John’s Lutheran Church, 7205 N 51st Avenue, Glendale, AZ 85301
 - Operating from 12:00 p.m. to 8:00 p.m. Monday through Saturday

3.1 Administrative Change Orders. Only revisions to the line items in the Contractor's budget that do not affect the overall funding amount, may be amended at the written request of the

Contractor. The Grant Administrator will review and make the final determination on the requested 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.

4. **Compensation.** Compensation of the Agreement is unchanged.
5. **Insurance Certificate.** Current certificate will expire on April 22, 2026 and a new certificate applying to the extended term must be provided prior to this date to Finance Director and the Contract Administrator.
6. **Non-discrimination.** Contractor 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. 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.
7. **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.
8. **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.
9. **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.
10. **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

Arizona Ecumenical Council dba
Arizona Faith Network,
an Arizona Nonprofit Corporation

By: Katie Sexton
Its: Executive Director