

**SERVICES AGREEMENT
(Not Construction Related)**

American Rescue Plan Act (ARPA) Heat Relief Respite Respite Centers Program

This Services Agreement (“Agreement”) is entered into and effective 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 (“Consultant”) as of the **28th day of April, 2026** (“Effective Date”).

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds, that is more fully set forth in **Exhibit A** attached (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work (“Scope”);
- C. Consultant desires to provide City with services (“Services”) consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

- 1. **Key Personnel; Other Consultants and Subcontractors.**
 - 1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 2. **Schedule**. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates six months from the effective date.
- 3. **Consultant’s Work**.
 - 3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
 - 3.2 Licensing. Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant 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. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$245,000.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$2,000,000** per accident for bodily injury or disease.

8.2. Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The

Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **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.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant 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.
12. **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.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Arizona Ecumenical Council dba Arizona Faith Network
c/o Rev. Katie Sexton-Woods
PO Box 60953
Phoenix, AZ 85082
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Jennifer Fogle
7677 W. Bethany Home Rd. Bldg. E
Glendale, Arizona 85303

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

15.1 The term of this Agreement commences upon the effective date and continues for a 22-week period. There are no extensions or renewals available exception as provided below.

15.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[Signatures on following page.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: 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

DocuSigned by:
Katie Sexton 4/20/2026
63081F4FEE3F434...

By: Rev. Katie Sexton
Its: Executive Director

EXHIBIT A
Services Agreement

PROJECT

1. **PROJECT NAME:** The Consultant will implement, operate, and/ or complete - including providing all necessary or reasonable labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to operate Heat Relief Respite Centers Program (the "Project"), which is further defined with specificity in Scope of Work (Exhibit B), Schedule (Exhibit C) and Compensation (Exhibit D) in a manner satisfactory to the City and consistent with any standards required as a condition of providing these Funds.

2. **REQUIREMENTS:** Notice is hereby given that this Agreement is a result of funding received by the American Rescue Plan. The Consultant will comply with the ARPA regulations as set forth in 31 C.F.R. Part 35 and all applicable federal, state, and local laws, statutes, ordinances, administrative rules, building codes, regulations and lawful orders of any public authority bearing on the performance of the Activity pursuant to this Agreement; including, but not limited to 2 C.F.R. Part 200 and those identified in Addendum No.1 Applicable Federal Laws and Regulations. This Agreement is funded by and award under Assistance Listing Number, 21.027 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS provided to the County through the US Department of the Treasury and the City as it's Consultant.
 - 2.1 The City shall provide reasonable technical assistance to the Consultant to assist in complying with state and federal laws and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Consultant of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.
 - 2.2 Contracts must comply with the Reporting standards as presented by the US. Treasury Final Rule and work with Maricopa County to provide compliance information regarding labor certification documentation and keep records of employees funded through ARPA Funds separate and discrete.

3. **MONITORING:**
 - 3.1 The City will monitor the performance of the Consultant against goals and estimates as outlined in the Scope of Work. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time after being notified by the City, contract suspension or termination procedures may be initiated. In addition, Consultant will be deemed ineligible to apply for any type of future funding opportunities with the City until performance monitoring deficiencies have been determined resolved by the City.
 - 3.2 On-site visits for compliance monitoring may be made by the City at any time during the Consultant's normal business hours, announced or unannounced. During an on-site visit, the Consultant shall make all its records, policies, procedures, and accounts related to work performed under this Agreement available to the City for inspection and copying.

EXHIBIT B
Services Agreement

SCOPE OF WORK

1. **PROJECT DESCRIPTION:** The Consultant will be responsible for administering the operation of two (2) Heat Relief Respite Centers, as specified at the below locations, days and times in a manner satisfactory to the City of Glendale (“City”), and consistent with any standards required by ARPA as a condition of providing these funds. For the purpose of this Agreement, Heat Relief Respite Centers are defined as indoor, air-conditioned locations that offer hydration and allow for uninterrupted rest, sitting, or lying down (depending on each facility) during hours of operation.

1.1 Site staff must be present and visible in the Respite Center area during hours of operation.

1.2 Clear Heat Relief Network signage must be visible from the street in compliance with local zoning ordinances.

1.3 Daily service hours for the Respite Center must be clearly displayed, including any holiday hours as applicable.

1.4 Functioning air conditioning must be provided during hours of operation.

1.5 Space and accommodations for visitors to sit or lie down must be provided.

1.6 Uninterrupted rest (i.e., sleeping) must be allowed.

1.7 Bathrooms must be provided, operational, and accessible to all visitors of the Respite Center.

1.8 Hydration must be made available either as bottled water or as an available container to fill with supplied water to take away.

1.9 Respite Center must provide snacks (nutrient-rich recommended) during hours of operation.

1.10 Consultant shall display name, location, hours of operation, acceptance of non-service animals (i.e. pets), and how to obtain transportation to alternative centers that provide services on Sundays and locations that are open 9:00 a.m. to 12:00 p.m. Monday through Saturday during the performance period May 1, 2026 through September 30, 2026.

1.11 The Consultant will collaborate with heat relief transportation providers to ensure that any property brought into the location by participants is stored out of the public view. The Consultant shall immediately report to heat relief transportation providers when Respite Centers are at capacity and identify any alternative locations to provide Respite Center participant overflow. The consultant will not allow loitering outside of the Respite Centers or queuing lines to get in.

2. **REPORTING SUSPICIOUS OR DANGEROUS ACTIVITY:** If the Consultant observes any suspicious activity or crime, it should be promptly reported to the police department. The Consultant will report any incidents it observes that may involve a liability issue, require emergency response intervention, significant disruptions in services, or unusual or dangerous interactions which may leave the City open for public scrutiny. The Consultant shall report incident to City staff by telephone as soon as possible within 24 hours following the occurrence and shall provide a detailed incident report to City staff within 3 business days following the occurrence.

3. **ADDRESS/LOCATION OF PROJECT:**

- Glendale Mission and Ministry Center, 6242 N 59th Avenue, Glendale, AZ 85301
 - Operating from 12:00 p.m. to 8:00 p.m. Monday through Saturday
- 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 This schedule is subject to change and upon Maricopa County approval.

4. **GOALS AND PERFORMANCE MEASURES:** An estimated minimum of 60 individuals per day to receive transportation services between these two locations.

5. **CLIENT ELIGIBILITY:** The Consultant shall implement a process to ensure individuals served are for the purposes of allowing them to recover from heat exposure.

6. REPORTING:

6.1 Reporting

6.2 Monthly reporting to be submitted no later than the 15th calendar day of the month, following the close of the prior month (i.e., February 15th for January report) to include:

6.3 Monthly Payment Request Form for reimbursement using a template provided by the City.

6.4 Monthly Outcome Report Form provided by the City that reports progress on outcomes/performance measures from the Consultant.

6.5 Consultant will provide any ad hoc reports as requested by the City or County, including aggregate data. Such reporting shall be for the purposes of improving access to and effectiveness of service. The City and County reserves the right to add, remove, or revise reporting requirements at its discretion.

6.6 Share aggregate data at the request of the City or County as soon as possible, but no later than ten (10) business days from the request date.

7. AUDIT REQUIREMENT:

7.1 Audit Required. If the consultant expends \$750,000 or more in a year in federal awards, the consultant shall have a single audit conducted for that year according to the Office Management and Budget, Title 2, Subtitle A, Chapter 11, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 Subpart F.

7.2 Upon completion, such audits shall be made available for public inspection, provided to the City/County, posted to the consultant's website, and posted to the Federal Audit Clearing House. Audits shall always be made available upon request. The Consultant shall take any necessary corrective action to remedy any material weaknesses and/or reportable conditions identified in the audit report within six months after the release date of the report. The City/County may consider sanctions in accordance with Title 2 C.F.R. § 200.339 Sanctions. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

8. THE CONSULTANT SHALL COMPLY WITH THE FOLLOWING SERVICE REQUIREMENTS:

8.1 The Heat Relief Respite Center must adhere to the minimum standards described in Section 3.1-3.3.

8.2 Ensure established Policies and Procedures are in place for service delivery.

8.3 Be responsible for hiring, managing, training, and terminating staff as necessary in accordance with established policy and procedures or contracting professional services for this purpose.

8.4 Report incidents that may involve a liability issue, require emergency response intervention, significant disruptions in services, or unusual or dangerous interactions which may leave the County open for public scrutiny. The Consultant will report incident to City staff by telephone as soon as possible within 24 hours following the occurrence and will provide a detailed incident report to the City staff within 3 business days following the occurrence.

9. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY:

9.1 The Consultant shall comply with A.R.S. § 8-804 (as may be amended) and hereby incorporated in its entirety as provisions of the Agreement.

9.2 The Consultant shall make available Background Check information to the County upon request.

10. FINGERPRINTING:

10.1 The Consultant shall comply with and shall ensure that all Consultant's employees, independent contractors, subcontractors, volunteers, and other agencies comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal record checks that relate to contract performance.

10.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to the following: A.R.S. § 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal record checks are hereby incorporated in their entirety as provisions of this Agreement.

10.3 The Consultant is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal record checks relate to contract performance.

10.4 The Consultant shall make available valid Fingerprint information to City/County upon request.

11. SAFEGUARDING OF PARTICIPANT INFORMATION:

11.1 The use or disclosure by the Consultant of any information concerning an applicant for or Consultant of service under this Agreement is directly limited to the conduct of this Agreement. The Consultant and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

11.2 The Consultant shall be responsible for the preparation and retention of any records and shall ensure strict confidentiality is maintained in accordance with all laws and guidelines including HIPAA and state laws regarding individual's records.

12. SPONSORSHIP ACKNOWLEDGEMENT:

All promotional materials, brochures, and flyers prepared by the Consultan relating to this Agreement shall include the following statement, "Sponsored by Maricopa County Department of Public Health and the City of Glendale"

EXHIBIT C
Services Agreement

SCHEDULE

Heat Relief Agreement Schedule

By April 22, 2026

Monthly Reporting Forms and Final Report Form template - City and County will have agreed upon and finalized Monthly Reporting Forms and Final Report Form templates.

By April 30, 2026

Staff hired and training delivered - City and Consultants

May 1, 2026

Operations start date - Respite Center locations and transportation services are fully operational.

June 15, 2026

May Monthly Payment Form and Monthly Outcomes Form Submission - 1st invoice of the season

By July 15, 2026

June Monthly Payment Form and Monthly Outcomes Form Submission

By August 15, 2026

July Monthly Payment Form and Monthly Outcomes Form Submission

By September 1, 2026

Provide plans for review for facility shutdown - Provide plans for shutdown date and service termination. Discuss final date of operations.

By September 15, 2026

August Monthly Payment Form and Monthly Outcomes Form Submission

By September 30, 2026

Operations and service termination initial deadline

By October 15, 2026

Monthly Payment Form and Monthly Outcomes Form Submission

October 15, 2026

Final Report Form initial deadline - Last invoice of the season - Final report is due 15 days after the close of the standard heat season. If operations and service date is extended the due date will be 15 days following the last date of operations.

October 30, 2026

Final Report Form deadline - Final Report due date.

EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$245,000.00.

DETAILED PROJECT COMPENSATION

1. The City will fund the Consultant for the full performance of this Agreement and the actual conduct of the Activity specified herein a total amount not to exceed \$245,000.00. This amount constitutes the entire consideration for the City's participation in the performance and completion of all work to be performed for this Activity under this Agreement.

1.1 \$11,080.00 shall be reimbursable for supplies as detailed in Section 2 below and in accordance with the budget detailed below.

1.2 A payment of \$35,000.00 shall be made upon receipt of the Consultant's invoice for services, to be disbursed in seven (7) equal installment payments in accordance with the schedule outlined below. Supporting documentation shall be provided for each installment, demonstrating expenditures equal to or exceeding the installment amount, to ensure that no surplus of grant funds is retained by the organization for the subsequent month.

The supporting documentation submitted shall include only expense items that have been approved by the City and are in accordance with the budget provided by the Consultant, as outlined below.

For example, for the installment payment made to the Consultant in May 2025 in the amount of \$35,000.00, the supporting documentation submitted to the City by June 15th shall reflect project-related expenses incurred in an amount equal to or exceeding \$35,000.00 and consisting solely of approved budgeted items.

Installment payments may be adjusted upon prior written request to the City, subject to approval, provided that the total aggregate payments do not exceed the total contract amount of \$245,000 for the project performance period as outlined in Exhibit C.

• Upon Agreement Execution	\$35,000.00
• June 15, 2026 (for May 1-31)	\$35,000.00
• July 15, 2026 (for June 1-30)	\$35,000.00
• August 15, 2026 (for July 1-31)	\$35,000.00
• September 15, 2026 (for August 1-31)	\$35,000.00
• October 15, 2026 (for September 1-30)	\$35,000.00
• Upon Project Closeout	\$35,000.00

2. ELIGIBLE EXPENSES. The Consultant shall only be reimbursed for eligible expenses as outlined in the agreed budget below, including:

2.1 Bottled water and/or refillable water bottles

2.2 Pet accommodations (e.g., food/water dishes, pet food, pet treats, pet leashes, pet beds)

2.3 Phone charging options (e.g., phone charging stations, extension cords, power strips, USB charging hubs, charging cables)

2.4 Storage for personal belongings (e.g., lockers, cabinets, bike locks) and/or medications (e.g., lock boxes, refrigerators)

- 2.5 Printed resources for individuals experiencing homelessness, food or energy insecurity, substance use, etc.
- 2.6 Heat relief supplies including sunscreen, lip balm, hats, sunglasses, cooling towels, reusable water bottles/containers, and electrolyte powder packs.
- 2.7 Purchase of any items not specifically listed above must be approved in writing by City staff.
- 2.8 Case management services or hotel vouchers are exclusively prohibited and will not be reimbursed.
- 2.9 Consultant assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, worker's compensation, and unemployment insurance benefits for its physicians, staff, agents, and employees, as well as any and all other mandatory governmental deductions or obligations.

3. MONTHLY BILLINGS. The Consultant will complete monthly billings in accordance with the following requirements:

- 3.1 The Consultant shall submit a reimbursement request, accompanied by an invoice via your Neighborly account. The reimbursement request must follow the content and format prescribed by the City. The reimbursement shall be reviewed and signed by the Consultant's Executive Director or another authorized signatory identified in this Agreement. Reimbursement requested and all required supporting documentation shall be submitted on a monthly basis, with a due date of the 15th of each month.
- 3.2 The Activity Budget spreadsheet summarizing monthly and year-to-date expenses will be prepared and submitted with each request for reimbursement. This report will also account for other resources utilized under this Activity. The City will not reimburse the Consultant without current and complete reporting submittals from the Consultant.
- 3.3 Copies of all supporting documents must be submitted with the reimbursement request. The Consultant will work closely with the City Representative as specified in this agreement to establish the specific documentation requirements for this Agreement. Examples of supporting documentation, include copies of timesheets, pay stubs, mileage reports, invoices, statements, receipts, etc.
- 3.4 The City's reimbursement may take up to 30-days to complete upon acceptance by the City of all required documentation. If the reimbursement procedures noted above are not followed correctly, the City Representative may return the reimbursement request to the Consultant for revisions or hold the request until all reimbursement requirements have been met. This will delay the reimbursement process.
- 3.5 Consultant forfeits the right to progress payment of supply expense reimbursement for costs incurred in any month for which it fails to meet the deadline for submitting the monthly reports, except if such failure is beyond the reasonable control of the Consultant or a reporting extension has been approved in writing by the City employee identified in this contract.
- 3.6 If the City is not reimbursed by Maricopa County Department of Public Health for any services rendered, City shall notify Consultant immediately and may suspend the service contract or progress payments until the matter is resolved.
- 3.7 The Consultant will return to the City, upon expiration or termination of this Agreement, any ARPA funds that have not been expended and any accounts receivable resulting from the use of ARPA funds within 30 days after the end of the Agreement Term. Any funds held by the City at the end of the Agreement Term or refunded to the City shall be reallocated by the City.

4. The Consultant shall submit monthly invoices to:

City of Glendale, Community Services Department

7677 W Bethany Home Rd., Bldg E

Email: JFogle@Glendaleaz.com; TSouthwick@Glendaleaz.com

5. Budget:

Arizona Faith Network - Respite Centers

Budget Item	Eligible Expenses	Amount
Glendale Mission & Ministry Center Staff Wages	Nonpersonnel - Professional & Outside Services	\$ 72,000.00
St. John's Staff Wages	Nonpersonnel - Professional & Outside Services	\$ 69,000.00
AFN Program Manager	Nonpersonnel - Professional & Outside Services	\$ 20,034.50
EREs	Nonpersonnel - Professional & Outside Services	\$ 12,065.50
Cell Phone Benefit	Nonpersonnel - Communications/Telephone	\$ 7,680.00
Materials & Supplies	Nonpersonnel - Materials & Supplies	\$ 11,080.00
Facility use fees and utilities	Nonpersonnel - Space	\$ 42,000.00
De Minimus	Nonpersonnel - Indirect	\$ 11,140.00
Grand Total		\$ 245,000.00

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ADDENDUM NO. 1

Applicable Federal Laws and Regulations

(American Rescue Plan Act (ARPA) Heat Relief Respite Respite Program, Contract No. C)

This Addendum No. 1 (“Addendum”) to the American Rescue Plan Act (ARPA) Heat Relief Respite Program (“Agreement”) is executed this _____ day of _____, 2026, (“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”), collectively (“Parties”).

The Parties agree that the following federal laws and regulations apply to the above-referenced Agreement and agree it be bound by these same terms and conditions:

FEDERAL LAWS AND REGULATIONS

1. **Applicability of Uniform Administrative Requirements.** The parties will comply with all administrative requirements, cost principles, and audit requirements as provided in 2 C.F.R. Part 200 in compliance with the Final Guidance issued by U.S. Department of Housing and Urban Development on Feb. 26, 2015 (Notice: SD-2015-01).
2. **Equal Opportunity.**
 - 2.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 C.F.R. Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Contractor, this assurance will obligate the Contractor, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
 - 2.2 The Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430) and will administer all activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
 - 2.3 The Contractor agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 C.F.R. Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 C.F.R. Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 C.F.R. Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.

- 2.4 The Contractor agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
- 2.5 The Contractor agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.
- 2.6 The Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 C.F.R. Part 135) as follows:
 - a. The work to be performed under this Agreement is on a project assisted under a activity providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The Contractor will send to each labor organization or representative or workers, with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or workers' representative of the commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The Contractor will include this Section 3 clause to every subcontract for work in connection with the project and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement, will be a condition of the Federal financial assistance provided to the project.

3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development-Effectuation of Title VI of the Civil Rights Act of 1964.

- 3.1 The Contractor shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. This requirement shall extend to the Contractor's entire activity regardless of how much HUD assistance is received.

- 3.2 In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the Contractor should apply HUD's four-factor analysis:
 - a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or Contractor.
 - b. Identify the frequency with which LEP persons come in contact with the activity.
 - c. Consider the nature and importance of the activity or service provided by the activity to people's lives.
 - d. Identify the resources available to the Contractor and the costs associated with providing meaningful access to LEP persons.
- 3.3 The Contractor must determine what language assistance measures are sufficient for the activity funded with HUD funds. The Contractor shall have flexibility in addressing the needs of the LEP persons served; however, this flexibility cannot be used to minimize the obligation that the needs be addressed. The Contractor is not required to take measures that would be a cost burden or cost prohibitive to the Contractor.
- 3.4 Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the Contractor's records and be made available upon request.
4. **Section 504.** The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.
5. **Subcontracting.** All work or services covered by this Agreement, which is subcontracted by the Contractor will be specified by written Agreement and subject to all provisions of this Agreement. All subcontracts must be approved by the City prior to execution.
6. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
7. **Interest of Members, Officers, or Employees of the Contractor, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Contractor or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the activity during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the activity assisted under this Agreement.
8. **Lobbying.** Funds provided under this Agreement shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.
9. **Hatch Act.** The Contractor agrees to comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.
10. **Labor Standards Provisions.**
 - 10.1 The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick-Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29 C.F.R. Part 5. The Contractor shall maintain documentation that demonstrates

compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

- 10.2 The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local laws nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirement of this paragraph.

11. **Compliance with Environmental Requirements.** The Contractor agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR §58.5 insofar as the provisions of such Act apply to activities set forth in the Scope of Activity.

12. **Compliance with Flood Disaster Protection Act.**

- 12.1 This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

- 12.2 Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Agreement.

13. **Compliance with Environmental Laws.**

- 13.1 This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15, as amended from time to time.
- 13.2 In compliance with said regulations, the City will cause or require to be inserted in full in all Agreements and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:
- a. A stipulation by the Contractor and subcontractor(s) that any facility to be utilized in the performance of any nonexempt Agreement or subcontract is not listed on the list

of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. §15.20.

- b. Agreement by the Contractor and subcontractor(s) to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.
- d. Agreement by the Contractor that it will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the Contractor to take such action as the Government may direct as means of enforcing such provisions.
- e. In no event will any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

13.3 The Resource Conservation and Recovery Act. Contractor will comply with the Resource Conservation and Recovery Act (“**RCRA**”), including, but not limited to, 42 U.S.C. § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (“**EPA**”) (40 C.F.R. Parts 247 through 254).

13.4 The Toxic Substances Control Act. The Contractor will comply with the Toxic Substances Control Act (“**TSCA**”), 15 U.S.C. §2601 et seq.

13.5 The Federal Insecticide, Fungicide and Rodenticide Act. The Contractor will comply with the Federal Insecticide, Fungicide and Rodenticide Act (“**FIFRA**”), 7 U.S.C. §136 et seq.

13.6 Contractor will comply with all other applicable federal and state environmental laws and regulations, including, but not limited to, §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (“**RCRA**”) (Pub. L. 94-580, 42 U.S.C. §6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (“**EPA**”) (40 C.F.R. Parts 247 through 254). Accordingly, state and local institutions of higher education, hospitals, commercial organizations and international organizations when operating domestically, and non-profit organizations that receive direct Federal awards or other Federal funds will give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

14. **Historic Preservation.** This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 C.F.R. Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 C.F.R. Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the

U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property

15. **Historic Barriers.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately-owned residential structure) designed, constructed, or altered with CDBG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."
16. **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24 C.F.R. Part 35 and 24 C.F.R. §570.608 and/or 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978 will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor, the City of Glendale shall be consulted regarding the Contractor/Grantee's compliance status.
17. **Acquisition/Relocation.** This Agreement is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 C.F.R. Part 24, and 24 C.F.R. Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
18. **Property Disposition.** Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City and/or HUD as applicable. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR §570.504(c).
19. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.**
 - 19.1 In order to participate in this Agreement, the Contractor must certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
 - 19.2 The Contractor, shall include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. part 76.
 - 19.3 If the Contractor is unable to comply with this requirement, an explanation shall be immediately provided to the City in accordance with paragraph 30 of this Agreement.
20. **Federal Fire Prevention and Control Act of 1992.** The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the CDBG Program. To comply with this requirement and locally adopted codes Contractor shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.
21. **Build America, Buy America (BABA).** BABA requires all the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States. If applicable, the Contractor or contract represents and warrants that; (a) they have reviewed and understand the BABA (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA requirements, unless a waiver of the requirements is approved, and (c) the Contractor or contractor

will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA requirements, as may be requested. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor or contractor shall permit the City to recover any damages against the Contractor or contractor for any loss, expense, or cost (including without limitation attorney's fees) incurred resulting from any such failure.

IN WITNESS WHEREOF, a duly authorized representative of each Party has executed this Addendum as of the Addendum Effective Date.

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, 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: Rev. Katie Sexton

Its: Executive Director