

**CITY CLERK
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C-7369-3

Effective Date: **08/18/2016**

**AMENDMENT NO. 3
GLENDALE CIVIC CENTER CATERING LICENSE AGREEMENT WITH
GLENDALE AZCAT, LLC
(City of Glendale Solicitation RFP 11-04, Contract No. C-7369-2)**

This Amendment No. 3 ("Amendment") to the Glendale AZCAT, LLC ("Agreement") is made this 18 day of AUGUST, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Glendale AZAT, LLC, an Arizona limited liability company authorized to do business in Arizona ("Caterer").

RECITALS

- A. City and Glendale AZCAT, LLC, ("Caterer") previously entered into an Agreement for Glendale Civic Center Catering, Contract No. C-7369, dated August 5, 2010 ("Agreement"); and
- B. The Agreement had a five (5) year initial period beginning August 5, 2010 through August 4, 2015 and provided the option to extend for additional three (3) years, in one-year increments, and
- C. The City and Caterer previously entered into Agreement Amendment No. 1 changing the payments to the City as listed, and
- D. The City and Caterer previously entered into Agreement Amendment No. 2 extending the Agreement from August 5, 2015 to August 4, 2016, and
- E. City and Caterer wish to modify and amend the Agreement to extend the term and make certain changes to the Scope of Work, 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 Caterer 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 for a one-year period from August 5, 2016 through August 4, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement, except as set forth in this Amendment and any prior Amendment, shall remain in effect in their entirety.

3. **Scope of Work.** Changes to the Scope of Work shall be amended as follows:
Section No. 14. EQUIPMENT AND SUPPLIES:
G. Grease traps must be serviced a minimum of three (3) times per year or more frequently, if the City determines that such frequency should be increased due to the number of events and/or number of participants being served at the Civic Center. The City will notify the Caterer at least 30 days in advance prior to increasing the frequency of grease trap "clean outs."
- H. Caterer shall provide house linens for the Civic Center non-catered events at wholesale prices. The total cost will be deducted directly from the monthly commission paid to the City. Caterer shall provide linens for catered events at no expense to the City.
- Section No. 19. RECORDS AND AUDITS :
- C. The City or its authorized representative shall at all times have the right to examine books, papers and records of the Caterer. Such records shall include all documentation related to the catering, concession and licensed beverage operations that occur at the Facility, but such records need not be physically located at the Facility.
4. **Compensation.** Commissions paid to the City shall remain the same.
5. **Insurance Certificate.** Current certificate will expire on June 1, 2017. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Caterer 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. Caterer will require any Sub-contractor to be bound to the same requirements as stated within this section. Caterer, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Caterer 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



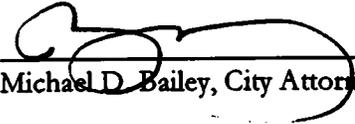
Kevin R. Phelps, City Manager

ATTEST:



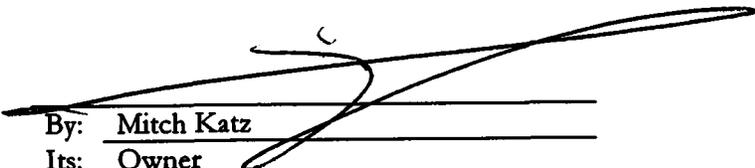
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Glendale AZCAT, LLC, an Arizona
limited liability company



By: Mitch Katz

Its: Owner