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C-8463-3  
03/21/2016

AMENDMENT NO. 3

AGREEMENT FOR SUMMER CONCESSIONS AT THE FOOTHILLS  
RECREATION AND AQUATICS CENTER  
(City of Glendale Solicitation No. RFP 13-31, Contract No. C-8463)

This Amendment No. 3 ("Amendment") to the Agreement for Summer Concessions at the Foothills Recreation and Aquatics Center ("Agreement") is made this 21 day of March, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Perfetto de Café, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Perfetto de Café, Inc., ("Contractor") previously entered into an Agreement for Summer Concessions at the Foothills Recreation and Aquatics Center, Contract No. C-8463, dated May 14, 2013 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning May 14, 2013 through May 13, 2014 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from May 14, 2014 through May 13, 2015; and
- D. City and Contractor previously entered into Agreement Amendment No. 2, extending the term of the Agreement from May 14, 2015 through May 13, 2016; and
- E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

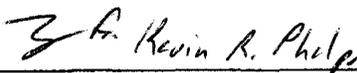
AGREEMENT

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 extended for a one-year period from May 14, 2016 through May 13, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation of the Agreement shall remain as agreement to pay the city 26% of all gross revenue during the duration of the Agreement.
5. **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.
6. **Insurance Certificate.** Current certificate will expire on June 15, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
7. **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.

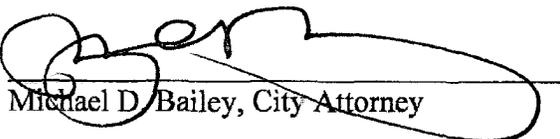
CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Kevin R. Phelps, City Manager

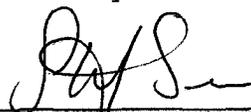
ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney

Perfetto de Café, Inc.,  
an Arizona corporation

  
\_\_\_\_\_  
By: Stefano Sacco  
Its: owner