

CITY OF GLENDALE
ORIGINAL

C-10409-1
09/28/2016

AMENDMENT NO. 1
STAFFING FOR EVENT PARKING CONCESSION AGREEMENT
(City of Glendale Solicitation No. RFP 15-69, Contract No. C-10409)

This Amendment No. 1 ("Amendment") to the Staffing for Event Parking Concession Agreement ("Agreement") is made this 28th day of Sept, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Pro Em Party and Event Rentals, LLC, a Delaware limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Pro Em Party and Event Rentals, LLC ("Contractor") previously entered into Staffing for Event Parking Concession Agreement, Contract No. C-10409, dated November 5, 2015 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning November 5, 2015 through November 4, 2016 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. 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 November 5, 2016 through November 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, shall remain in effect in their entirety.
- 3. **Scope of Work.** Exhibit A to the Agreement is the RFP (15-69) for Staffing for Event Parking Concession. By entering into the Agreement, Contractor agreed to meet all Specifications and provide all Services therein. The Scope of Services was detailed in Section 2.4 further provided the Contractor Personnel Job Descriptions including the experience each employee occupying such positions must have. The parties hereby agree that in addition to hiring employees with such experience, Contractor will have its personnel perform all duties and responsibilities identified in Section 2.4 for the City's benefit.

Further, the parties agree: (a) that those personnel performing Parking Cashier duties and responsibilities in accordance with Section 2.4.1 will supply and distribute a cash bank at the beginning of each day's event in the total amount of \$1000.00 distributed as follows:

3 - \$200.00 banks (2 to garage attendants and 1 to cashier supervisor), and
2 - \$200.00 banks (as backup banks); and

(b) that those personnel performing revenue collection pursuant to Section 2.5.1 will collect and enforce the collection of all charges due to the City from users of the parking facilities and provide payment of the collected funds to the City no later than 14 days after each event.

4. **Compensation.** Compensation for the Agreement is amended to provide that Contractor will be paid a fixed flat fee of \$100/per event in addition to the itemized charges for staffing time billed in accordance with Section 2.6 of the RFP. The City's payment of this flat fee per event be paid from and not increase the \$45,000 not-to-exceed amount for the entire term of the Agreement, as provided in Exhibit B.
5. **Insurance Certificate.** Current certificate will expire on June 30, 2017, and 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.** 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.** 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. **Attestation of PCI Compliance.** If Contractor accepts credit card or other electronic payments for any parking services, Contractor will provide the City annually with a PCI-DSS attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **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 in their entirety. 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

Pro Em Party and Event Rentals, LLC,
a Delaware limited liability company



By: Vickie W. Weber
Its: Vice President