

AMENDMENT NO. 1
AGREEMENT FOR GLEN LAKES GOLF COURSE MAINTENANCE; City of
Glendale Contract No. 19-0122

This Amendment No. 1 (“Amendment”) to the AGREEMENT FOR GLEN LAKES GOLF COURSE MAINTENANCE (“Agreement”) is made this _____ day of _____, 2019, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and GOLF MAINTENANCE SOLUTIONS 5W L.L.C., an Arizona Limited Liability Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Golf Maintenance Solutions 5W L.L.C. (“Contractor”) previously entered into AGREEMENT FOR GLEN LAKES GOLF COURSE MAINTENANCE; City of Glendale Contract No. C 19-0122 dated the 12th day of February, 2019 (Agreement”); and
- B. The Agreement term will be extended for another year through June 30, 2020 or until the Glen Lakes Golf Course (the “Property”) is sold; Compensation will not exceed \$220,797 for the year.
- C. Due to the change in term and compensation, the 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. **Schedule.** Section 2 of the Agreement is amended to read as follows:

Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.
- 3. **Term.** The original term of the Agreement is changed and shall expire on the 30th day of June, 2020, or at the time the Property is sold and changes ownership.
- 4. **Compensation.** The Compensation is increased from \$110,000 to \$330,797. The Compensation will not exceed \$220,797 for the year beginning July 1, 2019 and ending June 30, 2020. Payments will be made on a monthly basis no later than the

10th of each month through the term of the amendment and shall be discontinued at the time the property is sold and changes ownership.

5. **Insurance Certificate.** Current certificate will expire on March 15, 2020 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.** 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.
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 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 Phelps, City Manager

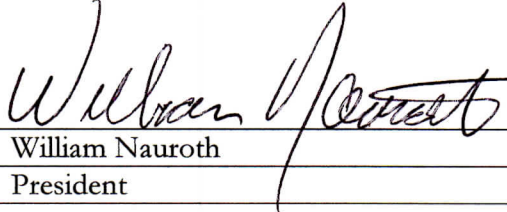
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Golf Maintenance Solutions 5W L.L.C.
An Arizona Limited Liability
Corporation
Authorized to do business in Arizona


By: William Nauroth
Its: President

10/18/16

