

**AMENDMENT NO. 3 TO THE  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
SHAMROCK FOODS COMPANY**

THIS AMENDMENT NUMBER 3 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Shamrock Foods Company, an Arizona corporation, (the “Contractor”), (collectively, “the parties”). This Amendment shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

**RECITALS**

A. The City and the Contractor entered into a Cooperative Purchasing Agreement dated May 24, 2022 (the “Agreement”) based upon the Mohave Educational Services Cooperative Contract No. 21O-SFC-0701 dated July 1, 2021 (the “Cooperative Contract”) to provide food, fresh product, and related cafeteria supplies (“Products”). The terms of the Agreement and the Cooperative Contract are incorporated herein by reference.

B. The City has determined that additional Products are necessary and desires to extend the term of the Agreement and to add statutorily required terms to the Agreement.

C. The City and the Contractor desire to enter into this Amendment to increase the compensation authorized by the Agreement for the Additional Products.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. The parties agree to amend the Term and Compensation of the Agreement as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect ~~until~~ for an extended term of ~~June 30, 2023 June 30, 2024 June 30, 2025~~ **June 30, 2026** (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

3. Compensation. The City shall pay the Contractor for the Term, if any, an annual aggregate amount not to exceed ~~\$133,000.00~~ **\$177,500.00** for Additional Products.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

4. Conflict of Interest. This Amendment and the Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

**“City”**

**CITY OF TOLLESON,**  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

**“Contractor”**

**SHAMROCK FOODS COMPANY,**  
an Arizona corporation,

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

**“City”**

**CITY OF TOLLESON,**  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

**“Contractor”**

**SHAMROCK FOODS COMPANY,**  
an Arizona corporation,

By: \_\_\_\_\_

Name: Jeff Peitzmeier

7/21/25  
Date

Title: Senior Vice President, National Accounts & Systems



5/30/2025

**Modification of Contract  
(Contract Extension)  
(Page 1 of 3)**

Mary Darroch  
Shamrock Foods Company  
3900 East Camelback Rd Ste 300  
Phoenix, AZ 85018

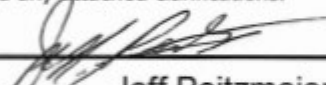
**RE: Contract # 210-SFC-0701 modification of contract through an extension of contract is made by, and between, Shamrock Foods Company and Mohave Educational Services Cooperative (Mohave).**

In accordance with its terms and conditions, Mohave requests to extend contract 210-SFC-0701 for a period of one (1) year, beginning 7/1/2025. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Shamrock Foods Company agrees to provide products or prices as per 210-0106.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title Senior VP National Accounts, Shamrock Foods  
Typed/Printed Name Jeff Peitzmeier Date 6/3/25

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

  
Michael Carter, CPPB, NIGP-CPP  
Contracts Manager  
Mohave Educational Services Cooperative, Inc.  
211 N 7th St | Kingman, AZ 86401  
Phone 928-718-3222 | Fax 928-718-3232

**If all pages of this notice are not received at Mohave's Kingman office on, or before, 7/1/2025, orders shall be held without processing. Email or fax completed extension to [contracts@mesc.org](mailto:contracts@mesc.org) or 928-718-3232.**

To terminate the contract effective 7/1/2025, email or fax a notice of your request to cancel the contract to [contracts@mesc.org](mailto:contracts@mesc.org) or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 7/1/2025 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

## Modification of Contract (Contract Extension)

(Page 2 of 3)

### Requested Pricing Modifications

We list your contract as utilizing Fixed; zone pricing. Please confirm the following regarding pricing under your contract:

\_\_\_\_ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 7/1/2026.

\_\_\_\_ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

☒ We are requesting a price modification. A price list/catalog will be submitted by 6/1/25. (Insert Date)

*Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.*

Please verify that the following information is correct and accurate:

POs Attn: Order Desk  
Shamrock Foods Company  
3900 East Camelback Rd Ste 300  
Phoenix, AZ 85018

Remit to: Shamrock Foods Company  
Accounts Receivable  
PO Box 933534  
Atlanta, GA 31193-3534

Member Contact: Tami Hitt Wyant  
Contract Administrator: Mary Darroch  
Phone Number: 520-888-9664  
Fax Number: 602-605-3636

### Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

## Modification of Contract (Contract Extension)

(Page 3 of 3)

### Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

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Shamrock Foods is a broad line Food Service Distributor that offers an extensive variety of products that include: dry and frozen groceries, dairy products, fresh and frozen seafood and meat, fresh produce, dietary offerings and beverages. In addition, Shamrock also provides non-foods and supplies. Shamrock Foods stocks National Branded products, as well as exclusive Shamrock Brands. With Shamrock's buying power and the collective volume of cases that ASPIN/Mohave Members purchase, Mohave Members are insured to receive the most competitive pricing in Arizona for any segment of food service. Service area covers the State of Arizona. As the contract vendor for the ASPIN Food and Related Supplies Contract, we service all markets including large metropolitan zones of Phoenix and Tucson and the remote rural areas of Arizona. Shamrock Foods is a family owned company that began in Tucson, Arizona in 1922. Shamrock's commitment to the goal of customer satisfaction is: to deliver the right products, at the right price, at the right time.

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If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

**Email or fax request for information revisions or additional information to [contracts@mesc.org](mailto:contracts@mesc.org) or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at [mike@mesc.org](mailto:mike@mesc.org) or phone 928-718-3204.**