

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
BRACKEN'S KITCHEN INC.**

THIS AMENDMENT NUMBER ONE ("Amendment") is made and entered into this 11th day of April, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BRACKEN'S KITCHEN INC., a California nonprofit corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement dated December 2, 2021 for Contractor to provide temporary food services and catering services at the City's Homeless Shelter, located at 3175 Airway Avenue, Costa Mesa (the "Agreement"); and

WHEREAS, City requires more food and catering services than initially contemplated; and

WHEREAS, City desires to increase Contractor's maximum compensation accordingly to Seventy-Six Thousand Ten Dollars and Ten Cents (\$76,010.10); and

WHEREAS, City and Contractor acknowledge that City is seeking City Council approval of a new agreement with Contractor, pursuant to which Contractor would become the on-site operator of the commercial kitchen located at the Homeless Shelter and provide meal services from such kitchen; and

WHEREAS, in the event the City Council approves such new agreement, City and Contractor agree that this Agreement will terminate.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2.1 of the Agreement shall be amended to reflect that Contractor's total compensation shall not exceed Seventy-Six Thousand Ten Dollars and Ten Cents (\$76,010.10).
2. City and Contractor agree that if City's City Council approves the proposed new agreement between City and Contractor for meal services and on-site operation of the commercial kitchen located at the Homeless Shelter, this Agreement shall terminate upon the commencement of services pursuant to said new agreement.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Lori Ann Jones H
City Manager

Date: 5/11/2022

CONTRACTOR

[Signature]
Signature

Date: 4-13-22

CARRINA RICHARDS, DIRECTOR OF OPERATIONS
Name and Title

ATTEST:

Brenda Green 5/11/2022
City Clerk



APPROVE DAS TO FORM:

[Signature]
City Attorney

Date: 5/3/22

APPROVE DAS TO INSURANCE :

[Signature]
Risk Management

Date: 4/21/22

APPROVE DAS TO CONTENT:

[Signature]
Project Manager

Date: 5/2/22

DEPARTMENTAL APPROVAL:


Assistant City Manager

Date: 5/2/22

APPROVE DAS TO PURCHASING:


Finance Director

Date: April 21, 2022