



# City of Emeryville

CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

### SECOND AMENDMENT

**THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT** (“Amendment”) is effective as of \_\_\_\_\_ (the “Effective Date”),, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, (“City”) and **PATATAS, LLC.** (“Contractor”), individually referred to as a “Party” and collectively as the “Parties”.

### WITNESSETH THAT

**WHEREAS**, the City and Contractor entered into a Professional Services Contract dated September 5, 2023 (“Contract”) for the purpose of retaining the services of Contractor to provide daily meal service for children at the Emeryville Child Development Center (“**Center**”); and

WHEREAS, the City and Contractor desire to enter into a First Amendment to the Contract beginning April 5, 2024, for the purpose of adding Friday meal service through the end of the FY23/24 contract; and

WHEREAS, the City and Contractor desire to enter into a Second Amendment to the contract beginning September 3, 2024 for the purpose of retaining the services of the Contractor to provide daily meal service for children at the Emeryville Child Development Center for an additional year; and

**WHEREAS**, the City and Contractor desire to amend the Contract; and

**WHEREAS**, the public interest will be served by this Amendment.

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

#### 1. AMENDMENT

The Parties agree to amend the Contract as checked below:

##### 1.1 Exhibit A

- Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

**OR**

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

- Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-1**, attached hereto and incorporated herein by this reference.

**1.2 Termination Date**

- The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **AUGUST 30, 2025**.

**1.3 Total Compensation Amount**

- The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **ONE HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS (\$170,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **THREE HUNDRED THOUSAND TWO DOLLARS AND NO CENTS (\$302,000.00)**.

**2. CONTINUING EFFECT OF CONTRACT**

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

**3. ADEQUATE CONSIDERATION**

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**4. SEVERABILITY**

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**5. WAIVER**

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

*SIGNATURES ON FOLLOWING PAGE*

**City of Emeryville** | Professional Services Contract Amendment  
REV 06/2020

**6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT  
SECOND AMENDMENT**

**IN WITNESS WHEREOF** the City and the Contractor have executed this Contract,  
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:  
*John Kennedy*  
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\_\_\_\_\_  
City Attorney

Dated: **CITY OF EMERYVILLE**

\_\_\_\_\_  
City Manager

Dated: **PATATAS, LLC**  
DocuSigned by:  
*Marcos Quezada* (Signature)  
66134CC085B2416...  
\_\_\_\_\_  
Marcos Quezada

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>
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