



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT (“Amendment”) is effective as of 07/01/2024 (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 Childhood Development Center (“**Center**”); and

WHEREAS, the City and Contractor currently provides meal service Monday through Thursday; 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.

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

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

FOR CITY USE ONLY

Contract No.	24018E-0124-CS01	CIP No.	N/A
Resolution No.	24-38	Project No.	N/A

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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 **NEW END DATE**.

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 **SEVENTEEN THOUSAND DOLLARS AND NO CENTS (\$17,000)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **ONE HUNDRED THIRTY TWO THOUSAND DOLLARS AND NO CENTS (\$132,000.00)**.

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

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**6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT
FIRST 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:
Jahn Kennedy
2C034D02DB55467...

City Attorney

Dated:

07/01/2024

CITY OF EMERYVILLE

DocuSigned by:
Paul Buddenhagen
4D94404C0F29470...

City Manager

Dated:

PATATAS, LLC

DocuSigned by:
Marcos Quezada
6613466085B241C...

Marcos Quezada (Signature)

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>
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EXHIBIT A: AMDENDED SERVICES 2023-2024

Contractor Responsibilities:

Key Personnel:

Marcos Quezada, Chef/Owner of Patatas, LLC

Meal Service:

1. Contractor will provide daily meal service to children at the Emeryville Childhood Development Center (“**Center**”), Monday through Friday, excluding City holidays. Daily meal service will consist of lunch. Menus will be designed for preschool children aged 1 year to 5 years old. Each meal will include fresh fruit and/or fresh vegetables. Each meal will include low fat or nonfat white milk.
2. Contractor will provide meals for children with special dietary needs as requested by City. All such meals shall otherwise meet the meal pattern and nutritional requirements for non-special dietary needs meals.
3. Contractor will provide sack lunches for field trips as requested by City. All meals for field trips shall meet the meal pattern and nutritional requirements for meals served at the Center.
4. Contractor will use city owned commercial kitchen for the preparation and cooking of the meals. Use of the commercial kitchen must be arranged and approved by the Community Services Department and supervised by staff. Contractor is responsible for the cleaning of the space after each use.
5. Contractor will deliver meals to the Center at times specified by City. Contractor will be responsible for proper storage and care of meals until delivery to the Center. Contractor shall ensure that all health and sanitation requirements of the California Retail Food Code (Health and Safety Code section 113700 et. seq.) are met at all times.

Food Standards:

Contractor will provide food which emphasizes fresh and all-natural ingredients, and will not provide overly processed, fried, or microwaved product meals. Ingredients will be organic and locally produced whenever possible. All milk must be free of BST growth hormone. Meats shall be free of nitrates and nitrites. Contractor will not provide food: high in fructose corn syrup or added sugar; with artificial trans fats; or with artificial colors, flavors or sweeteners.

Menus:

No later than one week prior to the end of each month, Contractor will provide to City a proposed menu for the following month for all meals describing meals to be served for the that month. The menu will be subject to approval by City.

Records:

Meals will comply with all nutritional requirements of the state Child and Adult Care Food Program (“CACFP”). Contractor will maintain all necessary records on the nutritional components and quantities of the meals served at Center and make said records available for inspection by State and Federal authorities upon request. Contractor will maintain said records for a period of three (3) years.

Upon execution of this Agreement, Contractor will provide City with a copy of current health certifications for the food service facility in which it prepares meals for use in the CACFP.

City Responsibilities:

Food Storage Facilities:

City will provide refrigerated food storage equipment. Contractor will provide hot food storage equipment. City will provide maintenance of the premises, equipment, and facilities where meals will be served.

Ordering and Service of Meals:

City will conduct weekly ordering of the number of meals needed for each day of the following week.

City will provide for service of meals to children.

Lunch Schedule:

Meal Pricing:

Pricing for meals and services provided in this Agreement shall be as follows:

Meal Type	Pricing (per day / per child)
Lunch & Milk Service	\$9.90

The amended contract amount will add:

22 Fridays will be added to the FY23/24 contract: 22 x \$9.90 per day x 56 participants = \$12,196.80.