

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and CHOURA VENUE SERVICES, a California corporation (“Caterer”) is effective as of the 1st day of April, 2023.

RECITALS

A. City and Caterer entered into that certain Agreement for Contract Services effective January 1, 2023 (“Agreement”), whereby Caterer agreed to provide on-call catering services for functions held at the City’s Juanita Millender-McDonald Community Center, and for Caterer to receive compensation through the sales generated from patrons from such functions net of a user fee payable monthly to the City for non-City functions. The Agreement also authorized City to procure Caterer’s services for City sponsored or co-sponsored events or activities at a 20% discount rate, with the costs incurred by City for such services to be deducted from the monthly user fees due to City as detailed in Section III of Exhibit “C” (Schedule of Compensation).

B. Subsequent to effectiveness of the Agreement, City staff determined that this method of compensation for City sponsored or co-sponsored events or activities creates accounting, purchasing and personnel-related complications for the City and does not conform to best practices from a City financial tracking, accounting or recordkeeping perspective. Accordingly, City staff determined that Caterer’s service charges for City sponsored or co-sponsored events or activities should be billed directly to the City by Caterer, separate and independent from the monthly user fee payments due from Caterer to City, rather than being included as deductions or offsets from or against the monthly user fee payments. Caterer is agreeable to this modification. Therefore, City and Consultant now desire to amend the Agreement to effectuate the same, including amending the Contract Sum to reflect the independent nature of the payments to be made by City for City sponsored or co-sponsored events or activities (which are anticipated not to exceed \$172,000 annually).

C. The parties, by entering into this Amendment, do not intend to change the rates of compensation or the anticipated total/final compensation that will be received by Caterer or City under the Agreement, as the changes effectuated by this Amendment are intended to relate only to separating the process of invoicing and payment of the monthly user fees due to the City from the process of invoicing and payment of the costs incurred by the City for City sponsored or co-sponsored events or activities under the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~).

A. Section 2.1 is hereby amended to read in its entirety as follows:

“2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but ~~not exceeding the maximum contract amount~~ *payable by City to Consultant for City sponsored or co-sponsored events or activities (which shall be independent of and shall not reflect deduction or setoff for monthly user fees payable by Consultant to City under this Agreement, as detailed in Section III of Exhibit “C”) shall not exceed Four Hundred Seventy Three Thousand Dollars (\$473,000) Zero Dollars and No Cents (\$0.00) (“Contract Sum”).*”

B. Section III of Exhibit “C” (Schedule of Compensation) is hereby amended to read in its entirety as follows:

“III. Any costs for catering services incurred by City for City sponsored or co-sponsored events or activities shall be *billed and paid separately* ~~deducted~~ from the monthly user fee due to City under this Agreement. *The costs incurred by City for services provided at City sponsored or co-sponsored events or activities will be stated on separate invoices, and will not be included in the monthly user fee reports prepared by Consultant pursuant to Section 2.2 nor deducted from the calculation or payment of monthly user fees due to City in connection with such reports pursuant to Section 2.2, but such costs are nonetheless within the scope of and subject to the provisions of this Agreement.* ~~In the event such costs exceed the user fee due to City in any given month, the amount due Consultant shall be held over to the next month and deducted from the user fee for that month, and so on; in no event shall the City be obligated to make a monetary payment to Consultant for the aforementioned costs unless there is a net balance owing to Consultant upon termination or expiration of this Agreement, in which case said amount shall be paid upon applicable City approval.~~”

C. Section VI of Exhibit “C” (Schedule of Compensation) is hereby amended to read in its entirety as follows:

“VI. The total compensation from City for the Services shall not exceed *\$473,000* ~~\$0.00~~, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Caterer each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Caterer represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Caterer that, as of the date of this Amendment, Caterer is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **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.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year(s) set forth below, with express intent that this Amendment shall be effective as of the date first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2023

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

CATERER:

CHOURA VENUE SERVICES, a California corporation

By: _____
Name: James Choura
Title: CEO

By: _____
Name: Daniel D'sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

Date: _____, 2023

Two corporate officer signatures required for Caterer, with one signature required from each of the following groups: 1) Chairman of the Board, CEO, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CATERER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CATERER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF CALIFORNIA

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____