

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
CHOURA VENUE SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 1st day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation (“City”) and CHOURA VENUE SERVICES, a California corporation (“Consultant” or “Caterer”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

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 of Zero Dollars and No Cents (\$0.00) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be

detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's

determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Dan D'Sa, Vice President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Bobby Grove, Community Services Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is

used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail

return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the

Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

CHOURA VENUE SERVICES, a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 4101 E. Willow St.
Long Beach, CA 90815

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’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 CONSULTANT’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 _____, 202__ 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

- INDIVIDUAL
- CORPORATE OFFICER
_____ TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

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 _____, 202__ 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	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. General. Caterer shall supply food, beverages and labor needed to cater each event held at the Carson Event Center ("Center") for which the Contract Officer authorizes Caterer's services pursuant to Section II of this Exhibit. Areas of service may include: (i) Main Hall ABC; (ii) Carson Dominguez Room; (iii) West Wing Lounge; (iv) East Wing Activity Room; (v) East Wing Lounge; (vi) Room 206; (vii) Room 209; (viii) Atrium; (ix) Patio/Garden; (x) City Council Chambers (City Hall); and (xi) other areas as designated by the Contract Officer.

When a Patron books a room reservation with the City for an event to be held at the Center and wishes to have catering services at the event, the City will select from among its on-call catering contractor(s) to provide the catering services for the event. Caterer is one such on-call catering contractor; the City reserves the right to retain additional on-call catering contractors at any time. The selection of whether or which on-call catering contractor to use for any event will be made by the Contract Officer in his/her sole discretion, after considering the preferences of the Patron (if applicable). For events for which Caterer's services are authorized pursuant to Section II of this Exhibit, the Patron will pay Caterer directly for the catering services provided at the event, and Caterer will then pay City a portion of the proceeds, calculated at the rates set forth in Exhibit "C". Additionally, the City may approve on-call catering services to be provided by Caterer for City events or activities, in which case the City will compensate the Contractor at the applicable prices and discount rates set forth in Exhibit "C".

Caterer's services for each catered event shall generally include food and beverage preparation and sales, food setup, serving and clean-up at Center facilities as authorized/directed by the Contract Officer. Center facilities of which Caterer will have use for each catered event will generally include one kitchen and one associated storage room, as determined by the Contract Officer. Within two (2) hours from the end of an event, Caterer shall have completed all clean-up obligations, removed all its materials, and exited the premises. Menus and menu items shall be as set forth in the menu materials provided in Consultant's proposal (the "Proposal") submitted in response to City's Request for Proposals No. 22-013 (the "RFP"), provided Caterer may make reasonable substitutions when market conditions dictate or for any reason beyond Caterer's control, upon notice to the Contract Officer. The Proposal is incorporated into this Agreement by reference as though fully set forth herein, provided that in the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

B. Food & Beverages

1. Caterer shall supply high quality food and beverages. Caterer shall only serve food and beverages approved by the United States Food and Drug Administration (FDA) for those types of food subject to such FDA approval.

2. All cakes, rolls, pies and other breads and pastries shall be made from scratch and baked by Caterer. All salads, including but not limited to, potato salad, coleslaw and fruit salad, and all salad dressings shall be made from scratch by Caterer. Frozen foods shall not be used in preparing entrée meals.

3. The amount of food served per person shall be a minimum of 8 ounces for breakfast and 18 ounces for lunch and dinner.

4. All foods shall be stored at proper temperatures to prevent spoilage and served at temperatures suitable for consumption. Beverages are to be served fresh and at the temperature required for the particular product. Unless otherwise required or specified by the producer of the product, hot beverages shall be served at 150°F and cold beverages at 45°F. City reserves the right, in its sole discretion, to restrict beverage sales to non-alcoholic beverages at any particular time.

5. Caterer shall offer for-sale-only foods and beverages of such quality as judged acceptable by City. All of the products served at or through the Center shall be fresh and appealing in appearance. All entrees, vegetables and salads are to be prepared and/or cooked in the kitchens within two hours of scheduled service. Substitutes for advertised products, fillers, dilutants, or reductions in size of standard manufactured or processed products shall not be permitted.

6. City shall have the right to inspect and approve in the presence of the Caterer, all products to be sold by Caterer. Any products found not to be in compliance with the requirements of this Agreement will be subject to rejection by City. In the event City should reject any product, it shall be immediately removed from the premises and shall not be returned for sale.

C. Disposition of Excess Food. Caterer shall make provisions to allow leftover prepared food to be removed from the Center if requested by the Patron; otherwise, the extra food should be made available to local shelters where it is practical to do so without spoilage occurring.

D. Inventory and Service Capability. Caterer shall keep and maintain adequate kitchen inventory, including but not limited to, cookware (pots, pans, utensils, etc.) and other materials sufficient to operate the Center's two commercial kitchens and to serve a minimum of 1,500 persons at a sit-down style dinner at any one time, including:

1. Formal serviceware (dishes, flatware, stemware, linens, etc.) shall be of high quality as determined by the Contract Officer. All replacement serviceware shall be provided as necessary and be of equal high quality.

2. Adequate off-site refrigeration space to accommodate the storage, until needed, of perishable food products and other items which may originate from outside the Center's kitchens.

3. One delivery vehicle in good working order with adequate refrigeration equipment for delivery of food products and necessary supplies.

4. Any other equipment necessary to adequately perform the services in the manner required under this Agreement.

It shall be the duty and responsibility of Caterer to maintain its equipment and materials in fine working order and condition throughout the life of this Agreement.

E. Concessions. When authorized by the Contract Officer pursuant to Section II of this Exhibit, Caterer shall also provide concession service at the Center. The concession service may include breakfast, lunch, dinner, and beverage items, and may be for multiple consecutive days, depending on the City's request (which based be based on Patron requests or preferences, if applicable). Caterer may negotiate concession menu prices and fees with Patrons, where applicable, provided such prices and fees are approved by the Contract Officer before implementation.

F. Maintenance Plan. Caterer shall, at its sole cost and expense, implement a maintenance plan applicable to each instance of Caterer's use of the Center facilities hereunder, which shall be subject to the following requirements:

1. Caterer shall clean the areas utilized in performing its services, plus all items including linen, tableware, dishes, cooking equipment and other cooking items utilized by Caterer in performing its services. Caterer's regular maintenance shall include clean-up of the kitchens, food preparation and service areas after all catered functions. All clean-up of banquet rooms must be completed before the facility is closed for the night.

2. Caterer is required to provide appropriate refuse containers for use in function areas. After each function, all garbage, including that which has been placed in permanent City containers, shall be removed and placed in the location and in the containers designated by the Contract Officer. City shall be responsible for removal of garbage from the premises. Caterer shall be responsible for keeping the location where Center's garbage bins are located in a neat and clean condition at all relevant times.

3. Clean-up shall proceed expeditiously after each function so as to allow Center staff a reasonable opportunity to prepare the function space for reuse. Should it be necessary, in the judgment of the Contract Officer, for Center to be cleaned by City following a function, City may bill Caterer for such service at its normal hourly rate.

4. Caterer shall clean-up any food and beverage spills occurring in the Center in connection with a catered event hereunder and must inform Center staff of the spill immediately.

5. Caterer shall purchase and pay for all soaps and detergents required to operate the Center's two dishwashers in connection with catered events hereunder.

6. Caterer shall maintain the kitchens in such condition as would receive an "A" rating from the Los Angeles County Health Department in the event of an inspection during Caterer's performance of services hereunder.

7. Should Caterer cause or allow a violation or infraction to occur of the Los Angeles County Health Code, Caterer shall respond to any notice of violation or infraction and correct the condition that is the subject of the violation or infraction within three (3) business days; provided that in the case of a violation or infraction which cannot with diligence be remedied or cured within such three (3) business day period, Caterer shall have additional time as approved by the Contract Officer as reasonably necessary to remedy or cure such violation or infraction.

Such maintenance plan shall exclude regular building maintenance, which shall be performed by the City's Center staff.

G. Hours/Availability. During all regular operating hours of the Center, Caterer shall be available to respond in real-time to all inquiries or requests of Patrons or potential Patrons directed to Caterer regarding catering services at the Center. Caterer shall not limit requests or responses to an appointment-only basis. When present at the Caterer Office, Caterer shall accept all walk-in Patrons or potential Patrons who require assistance. In all circumstances, Caterer shall provide prompt and professional responses to the Center's Patrons and staff.

H. Staffing. Caterer must at all times be adequately staffed to fulfill its obligations set forth in this Agreement, and to otherwise conduct the Caterer's business in an efficient and professional manner pursuant to this Agreement. Caterer is responsible for all compensation and related costs for its staffing, including salary, benefits, payroll taxes, etc. To the greatest extent feasible, Caterer shall endeavor to employ residents of the City of Carson in the rendering of the services required by this Agreement. All solicitations for employment arising in whole or in part out of the execution of this Agreement, whether full- or part-time, new or replacement hires, shall be listed with the Carson Career Center Information on how to list employment opportunities with these agencies may be obtained at City Hall.

I. Availability; Cleanliness; Conduct. Caterer's kitchen staff shall be made available on an as-needed basis 365 days per year, excluding recognized City holidays, at the following hours (except as otherwise directed by the Contract Officer): (i) Mondays-Thursdays: 7AM-10PM; (ii) Fridays-Saturdays: 7AM-2PM; and (iii) Sundays: 7AM-10PM. Employees of Caterer shall at all times be neatly and cleanly uniformed at no expense to City. Caterer's employees must meet all sanitary standards prescribed for restaurant employees. Caterer's owners and employees shall not, either by act or language, offend or disturb Patrons of normal sensitivity during the course of providing services at a

Center function. Caterer's employees shall not interfere with a program or special event presented during a Center function. The Contract Officer shall be the sole judge in the determination of such matters. Caterer will provide an adequate number of personnel in the facility to properly service and attend to the Patrons.

J. Refunds. Any and all new contracts or agreements between Caterer and Patrons related to catering of functions at the Center shall provide that any deposits made by Patrons in advance to reserve catering services for a function at the Center shall be refundable in accordance with a Caterer policy that is substantially consistent with City's refund policy for reservations for use of Center facilities as set forth in the City's "Carson Event Center - Rules Regulations, and Conditions of Use," as said City rules may be amended from time to time (the "Rules and Regulations"). Notwithstanding the foregoing, Caterer's policy for refunding catering deposits may be more lenient, but not more stringent, with respect to payment of refunds to Patrons than City's policy for refunding Center facility use deposits. Caterer's failure or refusal to pay a refund in accordance with such policy or this provision shall constitute a default under this Agreement by Caterer, and complaints from Patrons regarding failure or refusal of Caterer to pay a refund in accordance with such policy or this provision shall be deemed to be of a serious nature pursuant to subsection K of this Section I, below. In the event of a change to the Rules and Regulations, the City shall provide notice of same to Caterer, and upon such notice the amended version of the Rules and Regulations shall automatically be deemed incorporated into this Agreement without the need for approval of an amendment hereto.

K. Complaints. Consultant shall respond promptly to all complaints from Patrons and shall report to the City on each complaint and the resolution thereof. If the Contract Officer believes a complaint to be of a serious nature, the Contract Officer will notify Caterer and direct Caterer to resolve the complaint. Caterer shall respond to such notification within four days and shall make best efforts to resolve the complaint within 30 days, unless further time is granted by the Contract Officer. Accumulation of an unreasonable number (as determined by the Contract Officer) of unresolved serious complaints at any one time shall be considered a default of Consultant under this Agreement. Determination of the seriousness of complaints shall be at the reasonable discretion of the Contract Officer. The foregoing applies to all Patron complaints, irrespective of whether City receives the complaint directly from a Patron or whether City receives notice of the complaint from Consultant.

L. City Facilities and Equipment. Caterer shall exercise all reasonable care in its use of City-owned property or equipment hereunder and shall promptly notify City of any equipment which requires repair or non-routine maintenance. Caterer shall be solely responsible for any damage or loss, other than normal wear and tear, arising out of or from Caterer's use of any City-owned property or equipment used by Caterer during the course and scope of this Agreement. If any City-owned property or equipment is damaged, lost or destroyed, Caterer shall replace the same or pay City the cost of repair or cost of replacement of such property to City within 30 days of discovery of the loss or damages. Notwithstanding the foregoing, Caterer understands and acknowledges that the City has the sole right to control, operate and manage the Center and other City facilities at all times.

M. Caterer Office. At times during which Caterer is catering an event at the Center pursuant to this Agreement, City will, upon request of Caterer, provide Caterer with one cubicle designated by the Contract Officer within the Center that may be used by Caterer only in connection with the provision of services under this Agreement, and any personal calls on City telephones shall be reimbursed by Caterer to City. Additionally, a room will be made available at times approved by the Contract Officer for Contractor to meet with clients (collectively with the cubicle, "Caterer Office"). Contractor shall schedule space usage with the Contract Officer in advance, and the decision as to when and what space will be provided shall be in the sole discretion of the City's Contract Officer.

N. Caterer's services, menus, brochures, and overall quality shall be not less than reflected in Caterer's Proposal.

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Dan D'Sa, Vice President

B. Ruben Gonzalez, Executive Chef

C. Rachael A. Barcza, Director of Administration

D. Carlos Gutierrez, Director of Operations

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(new text shown in *bold italics*, deleted text in ~~strike through~~)

I. Section 2.2 (Invoices) of the Agreement is hereby replaced in its entirety with the following:

“For events occurring on the 1st through 15th of any month, Consultant shall provide the Contract Officer with a copy of each catered event invoice within three business days after the 15th of the month, and for events occurring on the 16th through 31st of the month, Caterer shall provide the Contract Officer a copy of each invoice within three business days after the last day of the month. Should the Contract Officer request a copy of the invoice from a specific event, that invoice shall be provided within three business days of the request. Caterer shall also provide City within 15 calendar days after the end of each calendar month or after the request of the Contract Officer, a user fee report showing total sales pursuant to this Agreement for such calendar month, together with payment based on the percentages set in Exhibit “C”, regardless of whether Consultant has been paid for such sales. Any refunds, discounts or adjustments given by Consultant from the total sales amount for any event shall be reflected on the event invoice.”

II. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding *three (3) ~~one~~* (~~4~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit ‘D’). *The City has the option, at its sole discretion, to extend the term of the Agreement by up to two (2) additional years, in one (1) year increments, at the same rate of compensation as set forth in Exhibit “C” for the initial three-year term.*”

III. Section 6.1 (Records) is hereby replaced with the following:

“6.1 Books and Records.

A. Caterer shall maintain a system of books and records in accordance with generally accepted accounting principles showing all Caterer's revenues received and promotional expenses incurred in connection with the performance of the services herein. City and its authorized agents may inspect or audit such books and records at any time during regular business hours upon 24 hours' notice. Said records shall be kept for not less than two years after the expiration of the term of this Agreement and any extensions thereof.

B. At a minimum, Caterer must be able to furnish City with an invoice system that accounts for all invoices relative to the Center in numerical sequence. The proposal must also provide for a monthly sales report which includes the following components:

1. A separate report whereby all sales are accounted for by Patron name (or identifying City if applicable).
2. A separate report whereby all sales are accounted for by invoice number.
3. Both reports should reflect the total sales in each of the areas where City receives a commission as referenced in Exhibit "C" of this Agreement. All meal items are also to be listed in detail as to what was served (e.g. filet mignon, not "second entree").
4. The record keeping system must be capable of indicating adjustments or discounts applied to an invoice including the amount and justification for the adjustment or discount. City must also be given a copy of the Patron order form showing all prices applicable to the services being provided to the Patron.
5. City reserves the right to audit and recompute the reports submitted by Caterer. If, after audit, such audit or recomputation indicates an underpayment to City of less than three percent, Caterer shall pay to City the amount of the underpayment within ten days of receipt of written notice from City that such is the case. If, after audit, such audit or recomputation indicates an underpayment of three percent or more, Caterer shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation within ten (10) days of receipt of written notice from City that such is the case. If, after audit, such audit or recomputation indicates an overpayment, City shall notify the Caterer in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation."

IV. A new Section 7.6 (Performance Bond) is hereby added to the Agreement to read in its entirety as follows:

“7.6 Performance Bond.

A. On or prior to the effective date of this Agreement, Caterer shall secure, and throughout the term of this Agreement shall maintain in full force and effect, a performance or surety bond to guarantee and assure the timely and complete performance of its obligations hereunder in an amount no less than \$100,000.00 fully prepaid and renewable for each year of the term. Caterer shall ensure that the bonding company provides the City with notice of non-renewal within ten days of any non-renewal. Such bond shall be in substantially the form of commercial blanket bond form, naming the City as obligee and providing at least 30 days prior notice of any cancellation. Caterer shall procure such bond from underwriters approved by the Contract Officer, licensed in California, rated not less than " A-7" by A.M. Best Company, Inc. The form of the bond and the surety are subject to the approval of City' s Risk Manager and the City Attorney. The condition of the performance bond shall be such that if Caterer shall well and truly perform the covenants, promises, undertakings and obligations contracted by Caterer to be performed under this Agreement, then the obligation of the bond shall be void; otherwise it shall remain in full force and effect. Said bond shall terminate and be canceled upon the completion of all of Caterer' s obligations under this Agreement. City shall execute and deliver to Caterer or Caterer' s surety company promptly upon Caterer' s completion of all of its obligations under this Agreement such certificates or other documents as either of them may reasonably request for the purpose of

terminating and canceling such performance bond by no later than 30 days after the end of the term.

B. City shall have the right to draw against the performance bond in the event of default by Caterer of this Agreement. Within five calendar days of receipt of notice from City, Caterer shall renew or replace such sums of money as needed to bring the performance bond to its original amount of \$100,000.00.”

V. A new Section 7.7 (Liquidated Damages) is hereby added to the Agreement to read in its entirety as follows:

“7.7 Liquidated Damages.

In the event any user fees, fee charges, or other money payments which Caterer has agreed to pay under this Agreement, or any part thereof, are unpaid after the date specified for such payments, Caterer shall pay to City 21% per annum of the outstanding balance as liquidated damages for each week that such balance remains outstanding. Such liquidated damage amount shall be imposed beginning on the first day of each week in which any payment is late. The amount of liquidated damages imposed per week shall not be prorated, regardless of whether the payment is submitted within the week for which the liquidated damage amount is paid. Additionally, City may impose \$500.00 per week in liquidated damages if the monthly reports required under Section 2.2 of this Agreement are submitted late, which liquidated damages shall be imposed beginning on the first day of each week in which the reports are late. Each such \$500.00 in liquidated damages shall apply per week and not be prorated, regardless of whether the reports were submitted within the week for which a penalty is paid. The parties agree that the liquidated damages sums set forth in this section are reasonable approximations of the actual damages which the parties presently anticipate would result from Caterer's breach of such obligations, and thus are inserted here not as penalties but for the sole purpose of avoiding the difficulties of proof of the actual damages.”

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services in the form of the revenue collected from Patrons for catered events hereunder net of a user fee payable monthly to the City as set forth in Section 2.2, which fee shall be calculated as a percentage of gross sales (excluding sales tax and gratuities) as follows:**

Type	Percentage
Alcoholic beverages	30%
Food and non-alcoholic beverages	22%
Rentals, excluding sales using outside contract services	20%
Off-premises sales of food and beverages where Center Facilities are used by the contractor for storage, handling, and/or preparation	20%
Rentals where Patrons rent equipment, supplies, and/or other non-City furnishings, fixtures, and/or amenities directly from the contractor	10%
City-sponsored events and City-affiliated organizations	0

“Gross sales,” as used herein, shall mean all the money or other things of value received by or owed to Consultant for the food and/or beverages provided prior to any adjustments or refunds given by Consultant to Patrons, and include any uncollected or uncollectible accounts.

- II. Caterer’s pricing to Patrons shall be as set forth in the cost proposal/menu materials attached to Consultant’s Proposal. Menu prices for catered events shall include all costs for catering services except sales tax and voluntary gratuity. To cover service charges , a 22% production fee is included in all menu pricing for catering services. Neither the production fee for any of the base menu item prices may be increased without prior written approval of the Contract Officer. City residents shall receive a 5% discount off all food and non-alcoholic beverage menu item prices. City events (including City-sponsored or co-sponsored events) or activities and City-affiliated organizations shall receive a 20% discount off all catering services/menu pricing. The City will provide and update a list of City-affiliated organizations. No other discounts (including extra, uncharged menu items) shall be provided without prior City Council approval.**
- III. Any costs for catering services incurred by City for City sponsored or co-sponsored events or activities shall be deducted from the monthly user fee due to City under this Agreement. In the event such costs exceed the use 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.**

IV. Rental equipment from Consultant is available for rental by City or Patrons on an event-by-event basis for the following prices (per event):

Chiavari Chairs	\$5 per chair
Uplights	\$200 for 10 lights
Lounge Furniture	\$500 for couch, table & 10 chairs

V. Caterer shall arrange for and collect all billings and payments from Patrons hereunder and shall remit payment to the City in accordance with Section 2.2 of this Agreement.

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the applicable Task Proposal, the provisions of this Agreement, and any schedule of performance approved by the Contract Officer hereunder that is consistent with the foregoing.**
- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**