

AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT TO PROVIDE EXCLUSIVE CATERING SERVICES AT THE CONGRESSWOMAN JUANITA MILLENDER-MCDONALD COMMUNITY CENTER AT CARSON

THIS FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT TO PROVIDE EXCLUSIVE CATERING SERVICES AT THE CONGRESSWOMAN JUANITA MILLENDER-MCDONALD COMMUNITY CENTER AT CARSON ("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 4th day of November, 2015.

RECITALS

A. City and Caterer entered into that certain Contract Services Agreement to Provide Exclusive Catering Services at the Congresswoman Juanita Millender-McDonald Community Center at Carson dated December 6, 2011 ("Agreement") whereby Caterer agreed to provide catering services for conferences, business meetings, banquets, trade shows, weddings, receptions, private parties, benefits and other functions held at the Congresswoman Juanita Millender-McDonald Community Center in the City of Carson requiring such services, including food and beverage sales, food setups, serving and clean-ups, and receive compensation through receiving a percentage of sales generated from such functions.

B. The original term of the Agreement began January 1, 2011 and will expire on December 31, 2016.

C. Section 10 of the Agreement authorizes the City, in its sole and absolute discretion, to extend the Agreement for one additional five year term, on the same terms and conditions, unless modified in writing by both parties.

D. The City desires to extend the Agreement, pursuant to Section 10 of the Agreement, with Caterer to allow consistency in catering operation services at the Congresswoman Juanita Millender-McDonald Community Center in the City of Carson.

E. City and Caterer now desire to amend the Agreement to extend the term of the Agreement for five (5) years, beginning January 1, 2017 and ending December 31, 2022 pursuant to the terms of this Amendment.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein :

A. Section 10, "Term," shall be amended to read as follows:

Exhibit No. 2

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"This Agreement shall be effective on January 1, 2012, and continue for a period of ten (10) consecutive years thereafter, and ending at the close of business on December 31, 2022 ("term")."

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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.

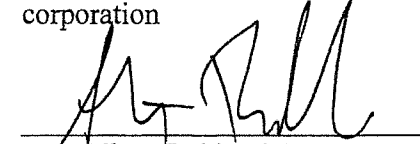
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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.

[SIGNATURES ON FOLLOWING PAGE]

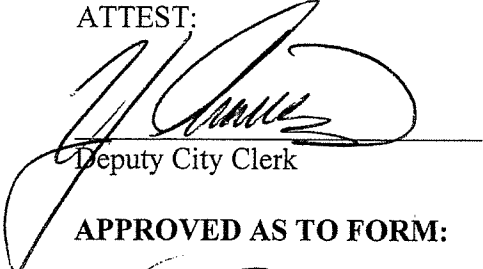
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

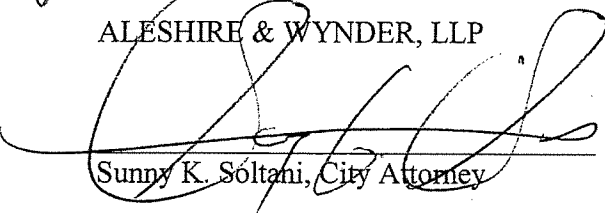

Albert Robles, Mayor

ATTEST:


Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney

CATERER:

By: 

Name: James J. Choura
Title: owner

By: 

Name: Melanie L. Choura
Title: owner

Address: _____

Two corporate officer signatures required when Caterer 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. 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.