

**SECOND AMENDMENT TO SERVICE AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND HAUTE CUISINE, INC
FOR PROVIDING FOOD SERVICES**

This Second Amendment to the Service Agreement, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation for the state of California, and HAUTE CUISINE, INC, a California S-Corporation ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into an Agreement on 01/26/2024, whereby CONTRACTOR would provide food services for the City of Sunnyvale Senior Center for a project known as IRFP I24 – 008 Senior Center Lunch Program ("Agreement"); and

WHEREAS, the CITY and CONTRACTOR entered into a first amendment to the Agreement, extending the term for one year, adding an option to extend for one additional year, and increasing the compensation was to a not to exceed amount of \$198,000.00; and

WHEREAS, the CITY desires to exercise its option to extend the agreement for an additional year, to January 25, 2027, and increase the not to exceed compensation to \$297,000; and

WHEREAS, the CITY and CONTRACTOR now agree that a second amendment to said Agreement is advisable.

NOW, THEREFORE, THE CITY AND CONTRACTOR ENTER INTO THIS SECOND AMENDMENT TO SERVICE AGREEMENT:

1. Section 3 entitled "Time for Performance" is hereby amended to read as follows

3. Time for Performance

[Replace the entirety of this section with the following:]

The term of this Agreement shall be from the date of execution through January 25, 2027, unless otherwise terminated in accordance with Section 16 below. The schedule of performance may be revised by the mutual agreement of CONTRACTOR and the CITY.

2. Section 4 entitled "Compensation" is hereby amended to read as follows:

4. Compensation

CITY shall receive 100% of revenue for a minimum of (15) meals served, per day. CITY agrees to pay CONTRACTOR for meals over the first fifteen per day at the rate of \$5.00 per meal. CONTRACTOR agrees to pay CITY a monthly fee of \$400.00 for using the Senior Center's kitchen and should deduct that said monthly fee from the monthly invoice submitted to the CITY. Payment shall be made within thirty (30) days of CITY's receipt of an accurate, itemized invoice. However, in no event shall the total amount of compensation payable to CONTRACTOR under this agreement exceed Two Hundred Ninety-Seven Thousand Dollars (\$297,000.00).

CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outlined in Exhibit "A". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

3. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

CITY OF SUNNYVALE ("CITY")

By _____
City Manager

HAUTE CUISINE, INC
("CONTRACTOR")

By Lusine Sargsyan _____
Name and Title

ATTEST:

By _____
City Clerk

By Yura Sargsyan _____
Name and Title

APPROVED AS TO FORM:

By _____
City Attorney