

SECOND AMENDMENT TO AGREEMENT NO. 35972

35972

THIS SECOND AMENDMENT TO AGREEMENT NO. 35972 is made and entered, in duplicate, as of January 19, 2022 for reference purposes only, pursuant to Chapters 2.69 and 2.85 of the Long Beach Municipal Code, by and between CHOURA VENUE SERVICES dba GRAND FOOD BEVERAGE, THE GRAND, GRAND F&B, a California corporation ("Consultant"), with a place of business at 4101 E Willow St., Long Beach, California 90815, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the scope and magnitude of the response necessary to proactively slow the spread of, and combat, COVID-19 in the City is beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, pursuant to Chapter 2.85 of the Long Beach Municipal Code, the City Manager and Purchasing Agent have the authority to approve purchases, rentals, or leases of goods or services related to a proclaimed emergency; and

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with providing meal preparation and delivery services to the City's non-congregate shelter sites that have been activated in response to COVID-19 ("Project"); and

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 35972 (the "Agreement") whereby Consultant agreed to provide these services; and

WHEREAS, the Parties entered into a First Amendment to extend the term of the Agreement due to additional funding provided by the Federal Emergency Management Agency (FEMA); and

WHEREAS, the parties desire to extend the term of the Agreement for an additional six-month period, update the price list and increase the aggregate contract amount due to additional funding from FEMA and the need to respond to a sharp increase in COVID-19 cases; and

NOW, THEREFORE, in consideration of the mutual terms, covenants, and

1 conditions herein contained, the Parties agree as follows:

2 1. Section 1.A. of the Agreement is hereby amended to read as follows.

3 "1.A. Contractor shall furnish specialized services more particularly described
4 in Exhibit "A-2", attached to this Agreement and incorporated in this reference, in
5 accordance with the standards of the profession, and City shall pay for these services in
6 the manner described below, in an aggregate contract amount not to exceed Four Hundred
7 Fifty-Four Thousand One Hundred Seventy-Nine Thousand Dollars (\$454,179), at the
8 rates or charges shown in Exhibit "B"."

9 2. Section 2. of the Agreement is hereby amended to read as follows.

10 "2. TERM. The Term of this Agreement shall commence at midnight on
11 October 1, 2020, and shall terminate at 11:59 p.m. on October 31, 2022, with the option to
12 renew for one (1) additional six month period at the discretion of the City Manager, unless
13 sooner terminated as provided in this Agreement, or unless the services or the Project is
14 completed sooner."

15 3. Exhibit "B" to Agreement 35972 is hereby amended and replaced
16 with Exhibit "B-1", attached hereto and incorporated herein.

17 4. Except as expressly modified herein, all of the terms and conditions
18 contained in Agreement No. 35972 are ratified and confirmed and shall remain in full force
19 and effect.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

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4 CHOURA VENUE SERVICES dba GRAND
FOOD BEVERAGE, THE GRAND, GRAND
F&B, a California corporation

5
6 _____, 2022 By [Signature]
Name Daniel D'Sa
Title President

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8 _____, 2022 By [Signature]
Name Jim Choura
Title CEO

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10 "Consultant"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 1/26, 2022 By [Signature]
City Manager

14 EXECUTED PURSUANT
15 TO SECTION 301 OF
"City" THE CITY CHARTER.

16 This Second Amendment to Agreement No. 35972 is approved as to form on

17 January 21, 2022.

18 CHARLES PARKIN, City Attorney

19 By [Signature]
20 Deputy
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EXHIBIT “B-1”



FEED THE PEOPLE

Quality Catering Since 1969

Please see the below chart for pricing per person broken down by meal – breakfast, lunch, and dinner.

Meals	Per Day (Per Person)
Breakfast	\$5.00
Lunch	\$6.00
Dinner	\$6.00
Total	\$17.00

Thank you,
Daniel D'Sa
Vice President
Grand Food & Beverage

4101 E. WILLOW ST.
LONG BEACH, CA 90815

OFFICE 562.426.0355
FAX 562.492.9748

GRANDFAND8.COM

**G + F
B**