

**AMENDMENT NUMBER FOUR TO
PROFESSIONAL SERVICES AGREEMENT
WITH
BRACKEN'S KITCHEN, INC.**

This Amendment Number Four ("Amendment") is dated September 11, 2024, ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and BRACKEN'S KITCHEN, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement on April 19, 2022 for Contractor to provide food and commercial kitchen management services at the City's home shelter located at 3175 Airway Avenue, Costa Mesa, CA (the "Agreement"); and

WHEREAS, City and Contractor entered into Amendment Number One on March 7, 2023, exercising the first of three options to extend the term for one additional year to April 18, 2024; and

WHEREAS, City and Contractor entered into Amendment Number Two on June 6, 2023, to increase Contractor's maximum compensation to an amount not to exceed Four Hundred Thousand Six Hundred Dollars (\$400,600); and

WHEREAS, City and Contractor entered into Amendment Number Three on April 19, 2024, exercising the second of three options to extend the term for one additional year to April 18, 2025; and

Section 4.1 of the Agreement provides for a term of one year with the option to extend the Agreement for three (3) additional one-year periods; and

WHEREAS, City and Contractor desire to extend the term for one (1) year, through April 18, 2026; and

WHEREAS, City and Contractor desire to amend Section 2.1 ("Compensation"), due to an increase in services at the homeless shelter requiring an increase in the maximum compensation allowed to Contractor in consideration of additional meals being served; and

WHEREAS, the compensation will be increased from \$401,600.00 to not to exceed Four Hundred Ninety Two Thousand Seven Hundred Fifty Dollars (\$492,750.00), which is an increase in compensation of Ninety One Thousand Two Hundred Fifty Dollars (\$91,250.00).

WHEREAS, City and Contractor intend and desire that this Amendment Number Four be retroactive to the Effective Date.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals in this Amendment are hereby declared to be true and correct and are incorporated as if fully set forth herein.
2. This amendment shall be retroactive to the Effective Date.
3. The term of the Agreement shall extend through April 18, 2026.
4. Section 2.1 of the Agreement is amended to provide that commencing on the Effective Date of the Amendment, Contractor shall be paid in accordance with Exhibit "A" (2024 Updated Scope & Budget) attached to this Amendment and Contractor's compensation shall not exceed Four Hundred Ninety Two Thousand Seven Hundred Fifty Dollars (\$492,750.00).
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
6. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO CONTENT:

Hadassa Jakher
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Cecilia Gallardo-Daly
Assistant City Manager

Date: _____

PURCHASING APPROVAL:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
UPDATED SCOPE OF WORK AND BUDGET



June 17, 2024

Mr. Nate Robbins
Neighborhood Improvement Manager
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Nate,

We hope this letter and proposal finds you well.

We are truly grateful for the opportunity to continue our work with the city of Costa Mesa at the bridge shelter on Airway drive. With all of the positive changes happening at the shelter we are honored to continue our partnership.

Per your request please find attached an revised and updated Scope and Budget for your review for the new year.

We look forward to continuing our partnership and the important work we do of caring for the most vulnerable in the City of Costa Mesa.

If you have any questions please reach out to and let me know.

My best,

Bill Bracken
Founder & Culinary Director



2024 Updated Scope & Budget:

Please find below our proposed update for 2024. With the ongoing increases to our costs for food supplies, utilities, insurance, labor and more we hope you find the modest increase to our overall fees acceptable.

you're providing 3 meals per day, for up to 100 people, 365 days per year... and that the cost is \$13.50 per person per day, which is \$1,350/day, \$9,450/week, and \$492,750/year. A one-page document will suffice.

Full Meal Service for Breakfast, Lunch and Dinner

Daily: 100 ppl x \$13.50 per person
Weekly: 7 days
Annual: 52 weeks

100 people

\$1,350.00 per day
\$9,450.00 per week
\$492,750.00 per annual