

SECOND AMENDMENT
TO AGREEMENT NO. E6975
BETWEEN THE CITY OF LOS ANGELES AND
CALIFORNIA DINING SERVICES

THIS SECOND AMENDMENT to Agreement No. E6975 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and CALIFORNIA DINING SERVICES ("Operator") as follows:

1. Section III is removed in its entirety and replaced with the following:

"III. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be in full force and effect commencing from the date of execution by the Executive Director and shall be for a period of four (4) years, subject to the following:

1. The Executive Director has the option to renew the term of the Agreement for one (1) renewal period of one (1) year, for a total Agreement term not to exceed five (5) years from the effective date. Exercise of the option to renew shall be by written notice from the Executive Director to Consultant prior to the end of the current term of the Agreement; or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days notice in writing of its election to cancel and terminate this Agreement.

2. Section V is amended by removing subsection B and replacing it with the following:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Six Hundred Sixty-four Thousand Five Hundred Dollars (\$664,500)."

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Operator is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Amendment become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Amendment.

Except as amended herein, all remaining terms and conditions of Agreement No. E6975 shall remain in full force and effect.

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IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. E6975 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Dated: May 18, 2021

CALIFORNIA DINING SERVICES
By: Ted Swatko
TED SWATKO, President
(Print/type name and title)

Attest: Brenda Swatko
BRENDA SWATKO, Vice President
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY



[Signature], 2021
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By _____
Heather M. McCloskey, Deputy

Rev. 01/11/16

Contractor/Vendor Name: CALIFORNIA DINING SERVICES

Date:

Account#	54290	W.O. #	
Ctr/Div#	0429	Job Fac.#	
Proj/Prog#	000		
Budget FY:		Amount:	
2018/2019		\$121,825	
2019/2020		\$132,900	
2020/2021		\$132,900	
2021/2022		\$132,900	
2022/2023		\$132,900	
2023/2024		\$11,075	
TOTAL		\$664,500	
For Acct/Budget Div. Use Only			
Verified by:		<small>Digitally signed by Joanna Ames Date: 2021.05.24 11:41:01 -0700</small>	
Verified Funds Available:		<small>Digitally signed by Frank Lu Date: 2021.05.24 13:18:09 -0700</small>	
Date Approved:	5/24/21		