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**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
[Food Production and Distribution Services]**

**THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into as of April 17, 2023, by and between the CITY OF ORANGE, a municipal corporation (“City”), and ABOUND FOOD CARE, a California nonprofit corporation, acting as a member of the OC HUNGER ALLIANCE in conjunction with COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY (OC FOOD BANK) and SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC. (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7389) dated July 12, 2022, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by increasing the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

**Section 1. Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

**Section 2. Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

**Section 3. Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by TEN THOUSAND DOLLARS and 00/100 (\$10,000.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED TEN THOUSAND DOLLARS and 00/100 (\$110,000.00) without the prior written authorization of City.”

**Section 4. Authority of City Manager.** Pursuant to Section 3.08.430 of the Orange Municipal Code, the City Manager is authorized to approve and execute amendments to the Agreement to adjust the compensation as provided herein.

Section 5.     **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

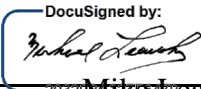
**IN WITNESS** of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

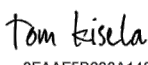
**“CONTRACTOR”**

**“CITY”**

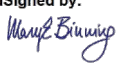
ABOUT FOOD CARE, a California nonprofit corporation, acting as a member of the OC HUNGER ALLIANCE in conjunction with COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY (OC FOOD BANK) and SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.

CITY OF ORANGE, a municipal corporation

\*By:   
Printed Name: Mike Learakos  
Title: CEO

DocuSigned by:  
  
By: \_\_\_\_\_  
Thomas C. Kisela, City Manager

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
  
  
Mary E. Binning, City Attorney

**\*NOTE:**     **If Contractor is a corporation, the City requires the following signature(s):**  
--     **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**  
--     **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

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