

**AMENDMENT #1 TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND PFD MANAGEMENT, INC.**

**THIS AMENDMENT No. 1** is made to the AGREEMENT for Cafeteria Operations by and between PFD Management, Inc., a California Corporation (hereinafter “CONCESSIONAIRE”), and the County of Monterey, a political subdivision of the State of California (hereinafter the “County”).

**WHEREAS**, the County and CONCESSIONAIRE entered into the original AGREEMENT effective *April 3, 2017*, and with a term of April 3, 2017 through April 2, 2018, with the option to extend the term by up to nine (9) additional one (1) year periods; and,

**WHEREAS**, the Parties hereby agree to extend the term of the original AGREEMENT by one additional year, with a revised term of April 3, 2017 through April 2, 2019; and,

**WHEREAS**, CONCESSIONAIRE was erroneously identified in the original AGREEMENT as both a Corporation and a Limited Partnership, and the Parties which to correct and clarify the AGREEMENT to state that CONCESSIONAIRE is a Corporation; and,

**WHEREAS**, the original AGREEMENT erroneously provided that the AGREEMENT would have a maximum term of ten (10) years (in section 8.2) but also inconsistently provided that the AGREEMENT would have a maximum term of five (5) years (in section 8.1), and Parties which to correct and clarify the AGREEMENT to reflect their mutual understanding that the maximum term was intended to be ten (10) years; and,

**NOW THEREFORE**, the County and CONCESSIONAIRE hereby agree as follows:

1. The AGREEMENT means the version of the AGREEMENT with a term from April 3, 2017 through April 2, 2019.
2. Additionally, the County and CONCESSIONAIRE hereby agree to amend the AGREEMENT as follows:
  - a. Section 8.1 “Term” shall be amended by **removing**:

*“The total maximum term for this Agreement shall be limited to five (5) years. The initial term of this Agreement shall be for a period of one (1) year, commencing on April 3, 2017 at 12:01 a.m., and terminating on April 2, 2018 at 11:59 p.m.”*

and **replacing it with**:

*“The total maximum term for this Agreement shall be limited to ten (10) years. The term of this Agreement shall be for a period of two (2) years, commencing on April 3, 2017 at 12:01 a.m., and terminating on April 2, 2019 at 11:59 p.m.”*

- b. Section 8.2 “Option to Renew” shall be amended by **removing**:

*“This Agreement has an initial effective period of one year, and will not automatically renew, but may be renewed for nine (9) additional one-year terms (each a “Renewal Term”) at a rate to be negotiated by the parties. Such renewal shall be in the form of a written Amendment to the Agreement to be executed at least thirty (30) days prior to the expiration of the then-current term.”*

- and **replacing it with**:

*“This Agreement, as amended, may be renewed for eight (8) additional one-year terms (each a “Renewal Term”) at a rate to be negotiated by the parties. Such renewal shall be in the form of a written Amendment to the Agreement.”*

- c. Wherever CONCESSIONAIRE is identified in the AGREEMENT as a “California Limited Partnership” or a “Limited Partnership” that language is removed and replaced with the following: “California Corporation”.
3. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT No. 1, then the provisions of this AMENDMENT No. 1 shall govern.
4. A copy of this AMENDMENT No. 1 shall be attached to the original superseded AGREEMENT executed by the County on *March 28, 2017*. Except as provided herein, all remaining terms, conditions, provisions, entitlements, and obligations of the AGREEMENT shall remain unchanged and unaffected by this Amendment No. 1, and shall continue in full force and effect.

**\*\*\*\*\* This Space Intentionally Left Blank \*\*\*\*\***

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

**MONTEREY COUNTY**

  
\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: 7-18-18

Approved as to Fiscal Provisions:

  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 7/17/18

Approved as to Liability Provisions:

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy County Counsel

Dated: 7/16/18

**CONCESSIONAIRE:  
PFD MANAGEMENT INC.**

By:   
\_\_\_\_\_  
Signature of Chief Executive Officer PFD  
Management Inc.

Eric Pak, CEO  
\_\_\_\_\_  
Printed Name and Title

Dated: 6/28/2018

By:   
\_\_\_\_\_  
(Signature of Chief Financial Officer) \*

Eric Pak, CFO  
\_\_\_\_\_  
Printed Name and Title

Dated: 6/28/2018

\*INSTRUCTIONS: If CONCESSIONAIRE is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONCESSIONAIRE is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONCESSIONAIRE is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.