

**AMENDMENT NO. 1
TO SUBRECIPIENT AGREEMENT**

THIS AMENDMENT NO. 1 TO THE SUBRECIPIENT AGREEMENT (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and VENICE FAMILY CLINIC, a California non-profit corporation (“Subrecipient”) is effective as of the 31st day of October, 2021.

RECITALS

A. On July 1, 2021, City and South Bay Family Health Care, a California non-profit corporation (“SBFHC”), entered into a Subrecipient Agreement (“Agreement”), whereby City agreed to assist SBFHC by granting Community Development Block Grant funds to SBFHC in the amount of \$15,000 in order to pay for a portion of the costs incurred in operating the Carson Wellness Center, which provides essential medical care and health education services on the Carson High School campus.

B. SBFHC desires and intends to assign all of its rights, interests, duties and obligations under the Agreement to Subrecipient (Venice Family Clinic), and Subrecipient sees fit to assume the same. To that end, SBFHC provided City with a letter dated October 19, 2021, notifying City that SBFHC will merge with Subrecipient, effective November 1, 2021.

C. Section 3.3 of the Agreement provides that “neither this Agreement, nor any interest created by it, may be assigned or transferred by Subrecipient, voluntarily or by operation of law, without prior written approval of the City.” The City is amenable to the requested assignment, as is Subrecipient. Therefore, the City and Subrecipient now see fit to enter into this Amendment No. 1 to add an exception to Section 3.3 of the Agreement to authorize a transfer and assignment of SBFHC’s rights, interests, duties and obligations under the Agreement to Subrecipient, effective as of November 1, 2021, and SBFHC acknowledges and consents to same.

D. Based on the foregoing, City and Subrecipient now desire and intend to amend the Agreement to authorize the assignment of the Agreement from SBFHC to Subrecipient, and the assumption of the Agreement by Subrecipient, effective November 1, 2021, and to thereby authorize and require the performance of the community services under the Agreement by Subrecipient commencing as of said date.

TERMS

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

A. Section 3.3, “Prohibition Against Subcontracting or Assignment,” is hereby amended to read in its entirety as follows:

“Subrecipient shall not contract with any other entity to perform, in whole or in part, the services to be provided pursuant to this Agreement without the express written approval of the City. Neither this Agreement, nor any interest created by it, may be assigned or transferred by Subrecipient, voluntarily or by operation of law, without the prior written approval of the City. ***Notwithstanding the foregoing, and as a sole exception thereto, City approves of the assignment and transfer of Subrecipient’s rights, interests, duties, and obligations under this Agreement from “South Bay Family Health Care,” a California non-profit corporation, to “Venice Family Clinic” a California non-profit corporation, as requested and agreed to by said parties, effective November 1, 2021.*** No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.”

B. Section 3.1, “Representation of Subrecipient,” is hereby amended to read in its entirety as follows:

“The following principal(s) and/or representative(s) of Subrecipient are hereby designated as the person(s) authorized to act on Subrecipient’s behalf with respect to the services specified herein and to make all decisions in connection therewith:

Jann Hamilton Lee, President and Chief Executive Officer, ***for the period of July 1, 2021 through October 31, 2021***

Elizabeth Benson Forer, Chief Executive Officer and Executive Director, for the period of November 1, 2021 through June 30, 2022”

C. Section 6.6, “Notice,” is hereby amended to read in its entirety as follows:

“Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party shall be in writing and either served personally or sent by prepaid, first class mail to the address set forth below, or such other addressed as may from time to time be designated by mail.

City: Keith Bennett
Community Development Department
City of Carson
701 East Carson Street
Carson, California 90745

With a Copy to: City Attorney
City of Carson

701 East Carson Street
Carson, California 90745

Subrecipient for the period of July 1, 2021 through October 31, 2021: Jann Hamilton Lee
President and Chief Executive Officer
South Bay Family Health Care
23430 Hawthorne Boulevard, Suite 210
Torrance, California 90505

Subrecipient for the period of November 1, 2021 through June 30, 2022: *Elizabeth Benson Forer*
Chief Executive Officer and Executive Director
Venice Family Clinic
604 Rose Ave.
Venice, CA 90291

D. The Agreement is hereby amended to change the name of the Subrecipient such that the term “Subrecipient,” and all references to “South Bay Family Health Care, a California non-profit corporation,” as used in the Agreement, shall be construed, commencing from and after November 1, 2021, to mean and refer to “Venice Family Clinic, a California non-profit corporation.”

3. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

4. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Subrecipient each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Subrecipient represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events

that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Subrecipient that, as of the date of this Amendment No. 1, Subrecipient is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

6. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date(s) set forth below, with express intent that this Amendment No. 1 shall be effective as of October 31, 2021.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2022

ATTEST:

Joy Simarago, Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

SUBRECIPIENT:

VENICE FAMILY CLINIC, a California non-profit corporation

By: _____
Name: Elizabeth Benson Forer,
Title: CEO and Executive Director

By: _____
Name:
Title:

Address: 604 Rose Ave.
Venice, CA 90291

Date: _____, 2022

ACKNOWLEDGED AND CONSENTED TO:

SOUTH BAY FAMILY HEALTH CARE, a
California non-profit corporation

By: _____

Name: Jann Hamilton Lee

Title: President and CEO

By: _____

Name:

Title:

Date: _____, 2022

Two corporate officer signatures required when Subrecipient is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. SUBRECIPIENT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SUBRECIPIENT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____ DATE OF DOCUMENT
_____ _____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE