

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and LIGHTHOUSE 4KIDS, INC., a California domestic nonprofit corporation, dba THE LIGHTHOUSE (“Consultant”), is effective as of the 3rd day of December, 2023, except as otherwise specified herein.

#### RECITALS

A. City and Consultant, under the name “The Lighthouse-Home for Medically Fragile Children, Inc., dba the Lighthouse,” entered into that certain Agreement for Contract Services effective December 3, 2020 (“Agreement”), whereby Consultant agreed to provide meal and snack services for the City’s youth summer and afterschool programs at no cost to City, using grant funding obtained by Consultant. The Agreement was for an initial term of three years, with City options to extend the term by up to two (2) one-year extension periods upon execution of a written amendment to the Agreement.

B. City now desires to exercise the first of its two one-year options to extend the term of the Agreement, and City and Consultant hereby intend to amend the Agreement to effectuate same. City and Consultant also acknowledge and agree that although Consultant originally proposed for and entered into the Agreement stating that its name was “The Lighthouse-Home for Medically Fragile Children, Inc., dba the Lighthouse,” the correct, legal name of the business entity is and at all relevant times has been “Lighthouse 4kids, Inc., dba the Lighthouse,” which is the entity that has been providing the services pursuant to the Agreement since the effective date thereof, and therefore City and Consultant wish to modify the Agreement to use the proper legal name for Consultant, effective retroactively as of the Agreement effective date.

#### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Effective retroactively as of the effective date of the Agreement (December 3, 2020), the name of Consultant stated in the Agreement is changed from “The Lighthouse-Home for Medically Fragile Children, Inc., dba the Lighthouse” to “Lighthouse 4kids, Inc., dba the Lighthouse,” and all references to Consultant in the Agreement are deemed amended accordingly. For the avoidance of doubt, Consultant and City acknowledge and agree that the obligations set forth in Section 5.3 (Indemnification) of the Agreement shall apply (without limitation) to the name change effectuated by this Amendment No. 1, and shall bind Consultant to defend, indemnify and hold harmless the City and its officers, agents, and employees, and each of them, from and against any and all claims and liabilities arising from, in connection with, or in any way related to said name change, on the terms more particularly detailed and defined in said Section 5.3.

B. Section 3.4 (Term) is hereby amended to read in its entirety as follows:

“3.4 Term

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding *four (4)* ~~three (3)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit ‘D’). At City’s option, and upon execution of a written amendment (duly approved by City) to this Agreement, the initial *four-year* ~~three-year~~ term may be extended by up to *one (1)* ~~two (2)~~ one-year extension periods.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant 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.

Consultant represents and warrants to City that, as of the date of this Amendment, 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 Consultant that, as of the date of this Amendment, Consultant 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.

4. **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.

5. **Authority.** The persons executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date(s) set forth below, with express intent that this Amendment be effective as of December 3, 2023, except as otherwise specified herein.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

Date: \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj]

**CONSULTANT:**

LIGHTHOUSE 4KIDS, INC., a California domestic nonprofit corporation, dba THE LIGHTHOUSE

By: \_\_\_\_\_  
Name: Lisa Amos  
Title: President/Executive Director

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Name: Mary Range  
Title: Secretary  
Address: 30845 Burning Tree Drive  
Canyon Lake, CA 92587

**Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'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 \_\_\_\_\_, 2023 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.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<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 _____	_____
_____	_____
<b>SIGNER IS REPRESENTING:</b>	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

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