

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the CARSON HOUSING AUTHORITY, a public body formed under the California Housing Authorities Law (Health & Safety Code Sections 34200 *et seq.*) (“Authority”), and FAMILY PROMISE OF THE SOUTH BAY, a California nonprofit corporation (“Consultant”), is effective as of the \_\_\_ day of \_\_\_\_\_, 2022.

### RECITALS

A. Authority and Consultant entered into that certain Agreement for Contract Services dated July 28, 2021 (“Agreement”) whereby Consultant agreed to provide administration and case management services for the Park Granada Program, as that term is used in the Agreement. The term of the Agreement was set to expire on June 30, 2022.

B. Authority and Consultant now desire to amend the Agreement to extend the term by one year, to June 30, 2023, and to increase the Contract Sum by \$34,800, from \$23,200 to \$58,000.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is amended to read in its entirety as follows:

“2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Fifty-Eight Thousand Dollars (\$58,000)*** ~~Twenty-Three Thousand Two Hundred Dollars (\$23,200)~~ (“Contract Sum”).”

B. Section 3.4 (Term) of the Agreement is 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 ***June 30, 2023*** ~~June 30, 2022~~.”

C. The last paragraph of subsection B of Section I of Exhibit “A” (“Scope of Services”) of the Agreement is amended to read as follows:

## EXHIBIT NO. 3

“The Park Granada program will be available only for extremely low, very low, and low, income households (up to 80% of area median income (AMI)). *Authority City* and Consultant anticipate that Consultant will serve ~~ten four~~ unduplicated households through the course of this Agreement. The ~~ten four~~ households identified have received notices as described in subsection (B)(i), above, related to the closure of Park Granada and need Assistance Resources to remain housed.”

D. Section I of Exhibit “C” (“Schedule of Compensation”) of the Agreement is amended to read in its entirety as follows:

“I. Consultant shall perform the following Services at the following rates:

	RATE	TIME	SUB-BUDGET
A. Case Management Services	Hourly rates specified in Exhibit “C-1,” not to exceed \$3,000 per household	Ongoing as needed by each Park Granada program recipient household throughout term of Agreement	\$30,000 \$12,000          ”

E. Section II of Exhibit “C” (“Schedule of Compensation”) of the Agreement is amended to read in its entirety as follows:

“II. In addition to the compensation set forth in Section I of this Exhibit “C,” Consultant shall be entitled to compensation to defray its indirect costs (administration and overhead) of providing the Services detailed in Section I, in an amount not to exceed ~~\$28,000~~ \$11,200, or ten percent (10%) of the sum of the total amount of Assistance Resources disbursed by Consultant and the total amount of case management service fees properly charged by Consultant pursuant to this Agreement, whichever is less. Such indirect cost charges shall be billed on a monthly basis in connection with the corresponding case management services provided, and the amount billed for the indirect cost charges in any given invoice shall not exceed ten percent (10%) of the sum of the total amount of Assistance Resources disbursed by Consultant and the total amount of case management service fees properly charged by Consultant for the relevant billing period, as reflected in Consultant’s invoice for such billing period, subject to the not-to-exceed cap of ~~\$28,000~~ \$11,200.”

F. Section VII of Exhibit “C” of the Agreement is amended to read in its entirety as follows:

“VII. The total compensation for the Services shall not exceed **\$58,000** ~~\$23,200~~, as provided in Section 2.1 of this Agreement.”

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.** Authority 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 Authority that, as of the date of this Amendment, Authority 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.

Authority 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 and year first-above written.

**AUTHORITY:**

CARSON HOUSING AUTHORITY, a public body formed under the California Housing Authorities Law

\_\_\_\_\_  
Lula Davis-Holmes, Chairwoman

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, Authority Secretary

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, Authority Counsel  
[brj]

**CONSULTANT:**

FAMILY PROMISE OF THE SOUTH BAY, a California nonprofit corporation

By: \_\_\_\_\_  
Name: Cheryan Carew  
Title: Board President

By: \_\_\_\_\_  
Name: Nancy Johnson  
Title: Board Secretary  
Address: 2930 El Dorado St.  
Torrance, CA 90503

**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 \_\_\_\_\_, 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.

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