

AMENDMENT NO. 1

TO FAIR HOUSING SERVICES AGREEMENT

THIS AMENDMENT TO THE FAIR HOUSING SERVICES AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and HOUSING RIGHTS CENTER, a California public benefit corporation ("Consultant" or "HRC") is effective as of the ____ day of _____, 2017.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2015 ("Agreement") whereby Consultant agreed to assist the City in the implementation and operation of a fair housing program, to ensure that housing consumers are afforded a non-discriminatory and equal opportunity to rent, lease, or purchase housing of choice within the City.

B. City and Consultant now desire to amend the Agreement to extend its Term for an additional year, commencing July 1, 2017 and terminating June 30, 2018.

TERMS

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

A. **Section 2 (Term)** of the Agreement is deleted in its entirety and replaced with the following:

"2. **Term.** The term of this Agreement shall be for three (3) years, commencing July 1, 2015 and terminating June 30, 2018."

B. **Section 3 (Compensation and Method of Payment)** of the Agreement is amended as follows (new text is indicated in ***bold italic*** and deleted text is in ~~striketrough~~):

"3. **Compensation and Method of Payment.** Upon compliance with specified performance requirements, City shall reimburse HRC an amount not to exceed \$33,990.00 for the period commencing July 1, 2015 and terminating ~~on or before~~ June 30, 2016, and an amount not to exceed \$34,630.00 for the period commencing July 1, 2016 and terminating ~~on or before~~ June 30, 2017, ***and an amount not to exceed \$35,330.00 for the period commencing July 1, 2017 and terminating June 30, 2018.*** Said amounts shall constitute full and complete reimbursement for the implementation of this Agreement. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by City from HUD and shall not be a charge on any other funds of City. Such funds shall be paid upon receipt and approval of City of a detailed periodic detailed invoice and any other program monitoring reports in a form required by City.

EXHIBIT NO. 1

Payments shall be made by City to HRC in monthly installments according to the expenses detailed on each invoice and duly approved.

~~In the event City exercises its option for extension of this Agreement for the period July 1, 2017 through June 30, 2018, City shall reimburse HRC in an amount not to exceed \$35,330.00 for said period."~~

2. Continuing Effect of Agreement. Except as amended by this Agreement, 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 Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement 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 Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

HOUSING RIGHTS CENTER, a California public
benefit corporation

By: _____

Name: Chancela Al-Mansour

Title: Executive Director

By: _____

Name: _____

Title: _____

Address: 3255 Wilshire Blvd., Suite #1150
Los Angeles, California 90010

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 _____, 2017 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	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

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STATE OF CALIFORNIA

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

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Signature: _____

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