

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and PATH, a California non-profit corporation ("Consultant") is effective as of the July day of 1st, 2018.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 5th 2017 ("Agreement") whereby Consultant agreed to provide services related to assisting the City's homeless population ("Services").

B. City and Consultant now desire to amend the Agreement to exercise its option to extend the Consultant's Services through June 30, 2019, and to increase the contract sum by Thirty One Thousand Dollars (\$31,000) to Sixty Two Thousand Dollars (\$62,000).

TERMS

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

a. **Section 2.1, Contract Sum, is amended to read as follows:**

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *Sixty Two Thousand Dollars (\$62,000)* ~~Thirty One Thousand Dollars (\$31,000)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8; *with Thirty One Thousand Dollars (\$31,000) of that amount previously allocated to the services performed pursuant to that certain Agreement, dated July 5th 2017; and with Thirty One Thousand Dollars (\$31,000) of that amount allocated to the services to be performed pursuant to Amendment No. 1 to this Agreement.*

b. **Section 3.4, Term, as superseded in Section II of Exhibit B, is amended to read as follows:**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall be for ~~two (2) years~~ *one (1) year* commencing July 1, 2017 and terminating June 30, ~~2019~~ *2018* ("Term"), *having been extended for one (1) year by Amendment No. 1 to this Agreement.* The City may, at its sole discretion, elect to extend the Term of this Agreement by up to *one (1) year* ~~two (2) years~~, in one (1) year increments, at an amount not exceeding Thirty One Thousand Dollars (\$31,000) per increment, by providing Consultant a written notice of such election thirty (30) days prior to the Term expiration."

EXHIBIT 2

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c. Section 4.1, Representative and Personnel Consultant, is amended to read as follows:

"The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Meredith Berkson Regional Director

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance."

d. Section 4.3, Contract Officer, is amended to read as follows;

"The Contract Officer shall be ~~Cecil Flournoy, Project Manager~~ or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement."

e. Section III of Exhibit C, Schedule of Compensation, is amended to read as follows:

"The total compensation for the Services shall not exceed *Sixty Two Thousand Dollars (\$62,000)* ~~\$31,000~~ as provided in Section 2.1 of this Agreement."

f. Exhibit D, Schedule of Performance, is amended to read as follows:

"I. Consultant shall perform all Services timely in accordance with the following schedule:

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Deadline Date

- | | | |
|----|--|-------------------------------|
| A. | 25 unduplicated homeless clients served | June 30, 2019 2018 |
| B. | 150 duplicated homeless clients served | June 30, 2019 2018 |
| C. | 4 homeless clients housed through the Coordinated Entry System | June 30, 2019 2018 |

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A. Invoices and progress reports shall be submitted to the City on a quarterly basis for the quarters ending September 30, ~~2018~~2017, December 31, ~~2018~~2017, March 31, ~~2019~~2018, and June 30, ~~2019~~2018.

III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.”

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.

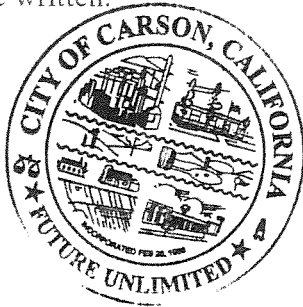
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such

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]

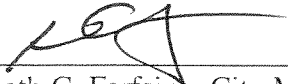
34

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

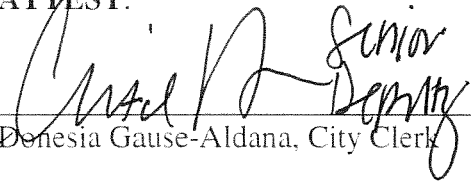


CITY:

CITY OF CARSON, a municipal corporation


Kenneth C. Farfsing, City Manager

ATTEST:

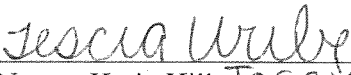


Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


for Sunny K. Soltani, City Attorney
[GJP]

CONSULTANT:

PATH, a California non-profit corporation

By: 
Name: ~~Katie Hill~~ Tescia Uribe
Title: ~~Deputy Chief Executive Officer~~ Chief Program Officer
By: 
Name: Sandy Oluwek
Title: Chief Financial Officer

Address: 340 N. Madison Ave.
Los Angeles, CA 90004

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.

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California All-Purpose Certificate of 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 s.s.

On July 30, 2018 before me, Phillip Joseph Benavides, Notary Public,

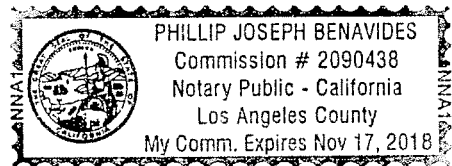
personally appeared Tescia Uribe

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Phillip Joseph Benavides



OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: PATH

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: 323-775-4357

Other

☐ Additional Signer ☒ Signer(s) Thumbprints(s)

☐ _____

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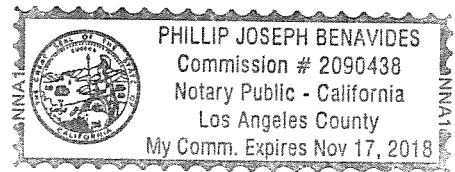
personally appeared Sandy Oluwek

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

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