

**AMENDMENT NO. 2
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 1st day of July, 2019.

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. The Agreement was for a one-year term ending June 30, 2018, with two one-year options to extend the agreement, and compensation of up to Thirty-One Thousand Dollars (\$31,000) per year, including optional extension years.

C. In 2018, the City exercised its first option to extend by executing Amendment No. 1 to the Agreement, which extended the term to June 30, 2019 and increased the overall contract amount to Sixty-Two Thousand Dollars (\$62,000).

D. The City Council desires to exercise its second and final option to extend by executing this Amendment No. 2 to the Agreement, which extends the term to June 30, 2020, and increases the overall contract amount to Ninety-Three Thousand Dollars (\$93,000).

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 ***Ninety-Three Thousand Dollars (\$93,000)*** ~~Sixty-Two Thousand Dollars (\$62,000)~~ (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; 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.,~~ ***and shall not exceed Thirty-One Thousand Dollars (\$31,000) per year of services.***

b. **Section 3.4, Term, as superseded in Section II of Exhibit B, is amended to read as follows:**

EXHIBIT 3

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall be for *three (3)* ~~two (2)~~ years commencing July 1, 2017 and terminating June 30, ~~2020~~ 2019 (“Term”), having been extended for one (1) year by Amendment No. 1 to this Agreement, *and extended for a second year by Amendment No. 2 to this Agreement.* The City may, at its sole discretion, ~~elect to extend the Term of this Agreement by up to one (1) year, 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.”~~

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

“The total compensation for the Services shall not exceed *Ninety-Three Thousand Dollars (\$93,000)* ~~Sixty Two Thousand Dollars (\$62,000)~~ 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:

	<u>Deadline Date</u>
A. 25 unduplicated homeless clients served	June 30, 2020 2019
B. 150 duplicated homeless clients served	June 30, 2020 2019
C. 4 homeless clients housed through the Coordinated Entry System	June 30, 2020 2019

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, ~~2019~~2018, December 31, ~~2019~~2018, March 31, ~~2020~~2019, and June 30, ~~2020~~201.

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]

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

Sharon Landers, City Manager

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[TC]

CONSULTANT:

PATH, a California non-profit corporation

By: _____
Name: Katie Hill
Title: Deputy Chief Executive 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.

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 _____, 2019 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 _____	
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 _____, 2019 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>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p style="text-align: center;">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED</p> <p style="padding-left: 100px;"><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>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p style="text-align: center;">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">NUMBER OF PAGES</p> <p>_____</p> <p style="text-align: center;">DATE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">SIGNER(S) OTHER THAN NAMED ABOVE</p>
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