

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 DR. PAUL PENOLIAR, OTD, OTR/L, C/NDT, an individual (“Consultant”), is effective as of the 30th day of June, 2021.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 19, 2018 (“Agreement”), whereby Consultant agreed to provide occupational therapy services for City’s Stroke Center’s members and supervise California State University Dominguez Hills’ Occupational Therapy students for three (3) years for a Contract Sum of \$144,000.00.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement for an additional three (3) years, expiring June 30, 2024, and to increase the Contract Sum by \$144,000, for a total not-to-exceed contract amount of \$288,000, to cover the cost of the additional three (3) years of services.

TERMS

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

(a) Section 2.1, “Contract Sum,” is hereby amended as follows (deletions marked in ~~strikethrough~~, additions marked in ***bold, italics***):

“2.1 Contract Sum. 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 ***Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00)*** ~~One Hundred Forty-Four Thousand Dollars (\$144,000.00)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

(b) Section 3.4, “Term,” is hereby amended as follows (deletions marked in ~~strikethrough~~, additions marked in ***bold, italics***):

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ***until June 30, 2024*** ~~for a period of three (3) years, ending June 30, 2021~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

EXHIBIT NO. 2

(c) Section III. of Exhibit "C," "Schedule of Compensation," is hereby amended as follows (deletions marked in ~~strike through~~, additions marked in ***bold, italics***):

I. The City will compensate Consultant for the Services performed upon monthly submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. ***Except for supplies purchased and/or provided by City pursuant to Exhibit C, Section V.,*** ~~Line~~ items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(d) Section V of Exhibit "C," "Schedule of Compensation," is hereby added as follows (deletions marked in ~~strike through~~, additions marked in ***bold, italics***):

"City shall purchase and/or provide any and all supplies that may be required for Consultant's performance of the Services. Any and all supplies purchased and/or provided by City shall be the property of the City."

(e) Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows (deletions marked in ~~strike through~~, additions marked in ***bold, italics***):

"The total compensation for the Services shall not exceed \$288,000.00~~144,000.00~~ 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.

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 No. 1 on the dates set forth below, with express intent that this Amendment No. 1 shall be effective as of June 30, 2021.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date _____, 2021

ATTEST:

John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

CONSULTANT:

Dr. Paul Penoliar, OTD, OTR/L, C/NDT

By: _____

Name: Dr. Paul Penoliar

Title: Occupational Therapist

Address: 332 N. Kenwood Street #4
Glendale, CA 91206

Date _____, 2021

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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 _____, 2021 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 | |
| <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div style="text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div> | _____ TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> ATTORNEY-IN-FACT | |
| <input type="checkbox"/> TRUSTEE(S) | |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR | _____ NUMBER OF PAGES |
| <input type="checkbox"/> OTHER _____ | |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ | _____ DATE OF DOCUMENT |
| | _____ SIGNER(S) OTHER THAN NAMED ABOVE |

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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.

WITNESS my hand and official seal.

Signature: _____

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|---|--|---|
| <input type="checkbox"/> | INDIVIDUAL | _____ |
| <input type="checkbox"/> | CORPORATE OFFICER | _____ |
| <input type="checkbox"/> | <div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div> | 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 _____ |