

CC Mtg 7/18/17; Item 14; Goodwill Serving People of LA Amendment No. 4

Friday, September 1, 2017
4:13 PM

Subject	CC Mtg 7/18/17; Item 14; Goodwill Serving People of LA Amendment No.
From	Cristal McDonald
To	Luchie Magante
Sent	Friday, September 1, 2017 4:13 PM

This is ready for pick up in the City Clerk's Office.

Cristal McDonald, CMC
Senior Deputy City Clerk
City of Carson
701 E. Carson Street | Carson | CA | 90745
T (310) 952-1720 | cmcdonal@carson.ca.us

Regular Business Hours, Excluding Holidays:
Monday to Thursday: 7:00 a.m. to 6:00 p.m.
Friday: Closed



AMENDMENT NO. 4

TO PROFESSIONAL SERVICES AGREEMENT FOR BUS STOP CLEANING&MAINTENANCE

THIS AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT FOR BUS STOP CLEANING&MAINTENANCE (Fourth Amendment) by and between the CIYT OF CARSON, a general law city & California municipal corporation (CITY), and GOODWILL SERVING THE PEOPLE OF LOS ANGELES COUNTY, a California 501(c)(3) not for profit corporation (Consultant), is effective as of the 1st day of July , 2017.

RECITALS

A. City and Consultant entered into certain Agreement for Contractual Services dated July 1st 2017 through December 31, 2017 to provide routine cleaning and maintenance services, at 33 identified City bus stops with shelters and at 166 identified bus stops without shelters five days of each week, in exchange for the amount of \$7,104.87 per month up to the original Contract Sum of 42,629.22.

B. City and Consultant amended the Agreement (Second Amendment) on July 5, 2016, to extend the term of the Agreement for an additional six months, to cover the time period from July 1, 2016 through December 31, 2016. This extension of services from July 1, 2016 through December 31, 2016 was performed for the amount of \$6,696.92 per month, in an amount not to exceed \$40,181.52 in compensation for extension of services by six months. This extension of services by six months resulted in a maximum Contract Sum of 115,995.72, with two-thirds of that sum previously allocated for services performed from July 1, 2015 through December 31, 2016 under the original Agreement, First Amendment and Second Amendment.

C. City and Consultant amended the Agreement (Third Amendment) to extend the term of the Agreement for an additional six months, to cover the time period from January 1, 2017 through June 30, 2017 This extension of services from January 1, 2017 through June 30, 2017 will be performed for the amount of 6,897.93 per month, in an amount not to exceed \$41,387.58 in compensation for a third extension of services by another six months. This third extension of services by six months results in a maximum Contract Sum of 157,383.30 with approximately three-fourths of that sum previously allocated for the services performed for the eighteen months from July 1, 2015 through December 31, 2106 under the original Agreement, the First Amendment and the Second Amendment.

D. City and Consultant now desire to amend the Agreement for the fourth time (Fourth Amendment) six months, to cover the period from July 1, 2017 through December 31, 2017. This extension of services from July 1, 2017 through December 31, 2017 will be performed for the amount of 7,104.87 per month in an amount not to exceed 42,629.22 in compensation for a

fourth extension of services by another six months. This fourth extension of services by six months results in a maximum Contract Sum of 164,488.17 with approximately three-fourths of that sum previously allocated for the services performed for the twenty-four months from January 1st 2017 through December 31, 2017 under the original Agreement, the First Amendment and Second Amendment and the Third Amendment.

TERMS

1. Contract Changes. The Agreement (including as previously amended under the First Amendment and Second Amendment) is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~.)

A. Section 3.4, Term, shall be amended to read as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2017 until completion of the services but not *past the date of December 31, 2017* ~~past the date of June 30, 2017~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

B. Section 2.1, Contract Sum, shall be amended to read as follows:

“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 *One Hundred Sixty Four Thousand Four Hundred Eight-Eight Dollars and Seventeen Cents (\$164,488.17)* ~~One Hundred Fifty Seven Thousand, Three Hundred Eighty Three Dollars and Seventeen Cents (\$157,383.30)~~ (“Contract Sum”).”

C. Exhibit C, Schedule of Compensation, shall be amended in its Section IV as follows:

“IV. The total compensation for the Services shall not exceed *164,488.17* ~~\$157,383.30~~ as provided in Section 2.1 of this Agreement.”

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 Fourth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Fourth 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 Fourth 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 Fourth 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 Fourth 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.

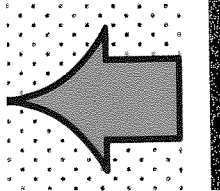
[SIGNATURES ON FOLLOWING PAGE]

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
Albert Robles, Mayor



ATTEST:

Donesia Gause
Donesia Gause, CMC, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani
Sunny K. Soltani, City Attorney

CONSULTANT:
GOODWILL SERVING THE PEOPLE OF
LOS ANGELES COUNTY, a California corporation

By: Jane McCarthy 1/30/17
Name: Jane McCarthy
Title: President & CEO

By: _____
Name:
Title:

Address: 800 W. PCH
Long Beach, CA 90806

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

CIVIL CODE § 1189

State of California

County of Los Angeles }

On 07/31/17 before me, Christina M. Gallegos - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janet McCarthy
Name of Signer

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.

Signature: Christina M. Gallegos
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment No. 4 To Professional Services Agreement
For Bus Stop cleaning & maintenance
Document Date: 07/01/17 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janet McCarthy

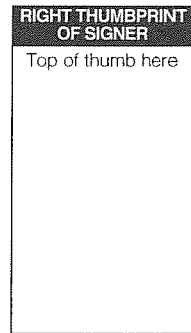
- Corporate Officer — Title(s): CEO
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Goodwill, Serving The People of Southern Los Angeles County.

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____