

AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT FOR BUS STOP & MAINTENANCE

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUS STOP & MAINTENANCE ("Fifth Amendment") by and between the CITY OF CARSON ("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 this 19th day of December 2017.

RECITALS

A. On July 1, 2015, City and Consultant entered into that certain Professional Services Agreement For Bus Stop & Maintenance ("Agreement") whereby Consultant agreed, for a six month period commencing July 1, 2015 and ending December 31, 2015, 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 per week, for a Contract Sum not to exceed \$37,907.10 (or \$6,317.85 per month).

B. On January 1, 2016, City and Consultant amended the Agreement for the first time, to extend the term of the Agreement for an additional six months ending June 30, 2016, at the same monthly rate, for an additional contract sum not to exceed \$37,907.10 ("First Amendment").

C. On July 1, 2016, City and Consultant amended the Agreement for the second time, to extend the term for an additional six months ending December 31, 2016, and to increase the monthly service rate to \$6,696.92 per month, for an additional contract sum not to exceed \$40,181.52 for that six-month period ("Second Amendment").

D. On January 1, 2017, City and Consultant amended the Agreement for the third time, to extend the term for an additional six months ending June 30, 2017, at the monthly rate of \$6,897.93 per month, for an additional contract sum not to exceed \$41,387.58 for that six-month period ("Third Amendment").

E. On July 1, 2017, City and Consultant amended the Agreement for the fourth time, to extend the term for an additional six months ending December 31, 2017, at the monthly rate of \$7,104.87 per month, for an additional contract sum not to exceed \$42,629.22 for that six-month period ("Fourth Amendment").

F. City and Consultant now desire to amend the Agreement for the fifth time, to extend the term for an additional twelve months, ending December 31, 2018, and to amend the scope of services, for the rate of \$7,318.02 per month, for an additional contract sum not to exceed \$87,816.24 for the 12-month period. This amendment, combined with the prior amendments, brings the cumulative Contract Sum to an amount not to exceed \$287,828.76.

TERMS

1. **Contract Changes.** The Agreement (including as previously amended under the First Amendment, the Second Amendment, the Third Amendment, and the Fourth 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 Jul 1, 2015 until completion of the services but not past the date of December 31, ~~2018~~ 2017, ~~except as otherwise provided in the Schedule of Performance (Exhibit “D”).~~”

B. **Section I-V of Exhibit “A,” Scope of Services,** are deleted in their entirety and replaced with the following:

“I. Consultant will perform the following services:

- a. Routine cleaning and maintenance shall be completed on all bus shelters/stops listed in Attachment I to this amendment.
- b. Description of Bus Stop Maintenance Responsibilities. Each shelter/stop will be serviced five (5) days per week. The cleaning area is defined as a minimum area of twenty feet in length and ten feet depth/from the curb to the back of sidewalk. All stop amenities including, but not limited to, the shelter, bench, signs, and refuse containers, will be power washed, sprayed, sanitized and wiped down according to accepted, industry standard cleaning methods. This includes cleaning of all interior and exterior visible surfaces, taking care not to damage any of the surfaces. Consultant will provide all materials necessary to perform the Scope of Services.
- c. Maintenance of Glass and Plexi-glass. Contractor shall clean all glass and plexi-glass surfaces, including the map case, utilizing accepted, industry standard cleaning methods, such as the use of a squeegee.
- d. Refuse Collection. Trash cans located at bus stops must be emptied five (5) days per week. Trash liners should be well secured in order to contain the refuse within the container. If trash receptacles are found to be consistently overflowing, Contractor shall notify the City to determine if an extra receptacle is needed at the location, an increase in the frequency of trash collection is required, or if there are possibly mitigating circumstances that warrant alternate City action. The Contractor shall also notify the City if there are missing and/or damaged trash container lids. The City will be responsible for replacing missing trash lids.
- e. The Contractor shall ensure that the public-right-of-way around the bus stop is free of debris, such as trash and leaves. The Contractor is instructed

to contact the Transportation Services Division immediately to report any damage found to any part of the bus stop. Missing signs and/or pavement stencils in need of refreshing will also be reported to the Division.

- f. Graffiti Removal. Contractor is to notify the City of any graffiti found at any shelter/stop. The City shall contract the appropriate department/division to resolve this matter.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A. A detailed service schedule that clearly states the days when each bus shelter/stop will be serviced.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering a status reports:
 - A. A monthly report detailing what shelters/stops were cleaned/maintained during the prior month. This report can be attached to the invoice.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V. Consultant will utilize the following personnel to accomplish the Services:
 - A. Staff and representatives of Goodwill Serving the People of Los Angeles County.”

C. Section 2.1, Contract Sum, shall be deleted in its entirety and replaced with the following:

“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 Two Hundred Eighty Seven Thousand Eight Hundred Twenty Eight Dollars and Seventy Six Cents (\$287,828.76) (“Contract Sum”).”

D. Section I of Exhibit C, Schedule of Compensation, shall be deleted in its entirety and replaced with the following:

“I. Consultant shall perform the following Services at the following rates:

1. For the period commencing July 1, 2015 and ending June 30, 2016: the monthly rate shall not exceed \$6,317.85 per month.
2. For the period commencing July 1, 2016 and ending December 31, 2016: the monthly rate shall not exceed \$6,696.92 per month.
3. For the period commencing January 1, 2017 and ending June 30, 2017: the monthly rate shall not exceed \$6,897.93 per month.
4. For the period commencing July 1, 2017 and ending December 31, 2017: the monthly rate shall not exceed \$7,104.87 per month.
5. For the period commencing January 1, 2018 and ending December 31, 2018: the monthly rate shall not exceed \$7,318.02 per month.”

E. Section IV of Exhibit C, Schedule of Compensation, shall be deleted in its entirety and replaced with the following:

“The total compensation for the Services shall not exceed \$287,828.76, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Fifth 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 Fifth 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 Fifth 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.

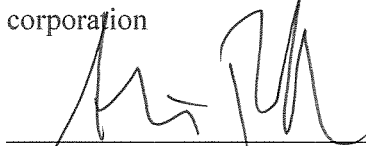
4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fifth Amendment.

5. **Authority.** The persons executing this Fifth 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 Fifth Amendment on behalf of said party, (iii) by so executing this Fifth Amendment, such party is formally bound to the provisions of this Fifth Amendment, and (iv) the entering into this Fifth Amendment does not violate any provision of any other Agreement to which said party is bound.

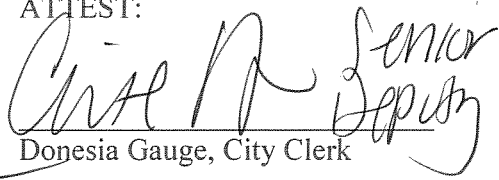
[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF CARSON, a municipal corporation

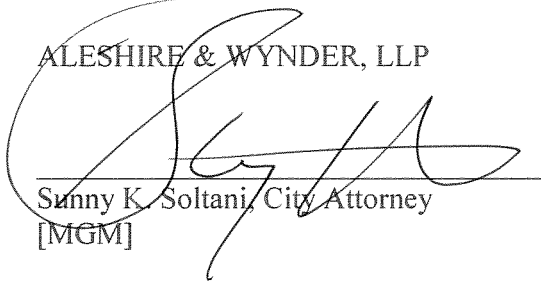

Albert Robles, Mayor

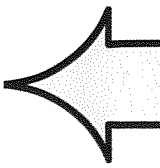
ATTEST:


Donesia Gauge, City Clerk
Senior Deputy
RM

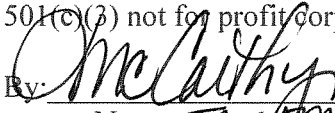
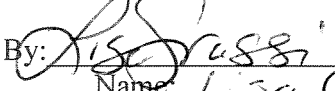
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[MGM]



CONSULTANT:
GOODWILL SERVING THE PEOPLE OF
LOS ANGELES COUNTY, a California
501(c)(3) not for profit corporation

By: 
Name: Jane McCarthy
Title: President & CEO
By: 
Name: Lisa Grassi
Title: CFO

Address: 800 W. PCH
Long Beach, CA 90806

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 01/19, 2018 before me, Christina M. Gallegos, personally appeared Janet McCarthy, 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: Christina M. Gallegos



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><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <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>_____</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>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
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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

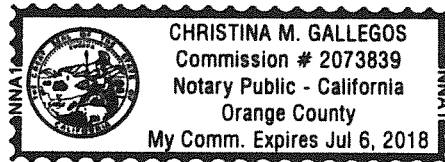
COUNTY OF LOS ANGELES

On 01/19, 2018 before me, Christina M. Gallegos, personally appeared Janet McCarthy 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



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><input type="checkbox"/> CAPACITY CLAIMED BY SIGNER INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <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>_____</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>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
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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 }

On Feb. 6, 2018 before me, Christina M. Gallegos,
(Here insert name and title of the officer)

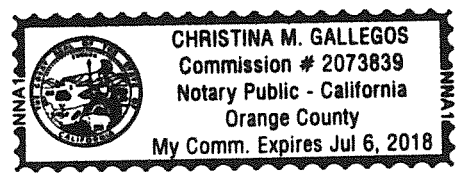
personally appeared Anneliese Grassi Knigge,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~~~(is)~~~~are~~ subscribed to the within instrument and acknowledged to me that
~~he~~~~she~~~~they~~ executed the same in his~~(s)~~~~her~~~~their~~ authorized capacity~~(ies)~~, and that by
his~~(s)~~~~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.

Christina M. Gallegos
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.