

**AMENDMENT NO. 1**  
**TO PROFESSIONAL SERVICES AGREEMENT**  
**FOR BUS STOP CLEANING & MAINTENANCE**

**THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR BUS STOP CLEANING & MAINTENANCE** (“First Amendment”) by and between the **CITY 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 January, 2016.

**RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2015 (“Agreement”) whereby Consultant agreed for a six month period from July 1, 2015 through December 31, 2015 to provide routine cleaning and maintenance services, at 33 identified City bus stop with shelters and at 166 identified bus stops without shelters five days of each week, in exchange for the amount of \$6,317.85 per month up to the original maximum Contract Sum of \$37,907.10.

B. City and Consultant now desire to amend the Agreement for the first time, to extend the term of the Agreement for an additional six months, to cover the time period from January 1, 2016 through June 30, 2016. This extension of services from January 1, 2016 through June 30, 2016 will be performed for the amount of \$6,317.85 per month, in an amount not to exceed \$37,907.10 in compensation for extension of services by six months. This extension of services by six months results in a maximum Contract Sum of \$75,814.20, with half of that sum previously allocated for the services performed from July 1, 2015 through December 31, 2015 under the original Agreement.

**TERMS**

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

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, 2015 until completion of the services but not past the date of June 30, 2016, 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

Seventy-Five Thousand, Eight Hundred Fourteen Dollars and Twenty Cents (\$75,814.20)  
("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 \$75,814.20, 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 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.

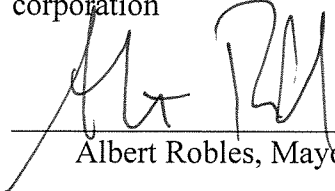
4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

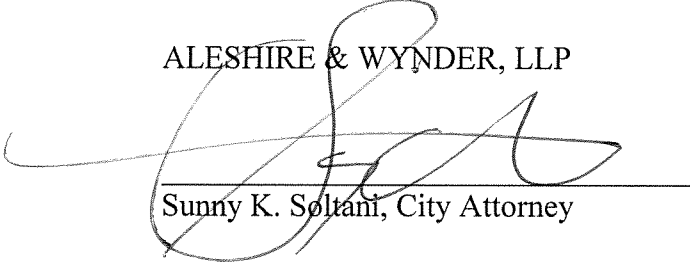
  
Albert Robles, Mayor

ATTEST:

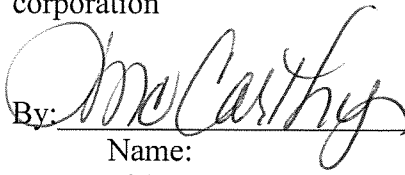
  
\_\_\_\_\_  
, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

  
\_\_\_\_\_  
Sunny K. Soltani, City Attorney

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

By:   
\_\_\_\_\_  
Name:  
Title:

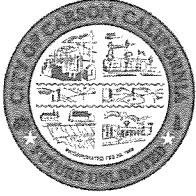
By: Janet McCarthy, C.E.O.  
\_\_\_\_\_  
Name:  
Title:

Address: 800 W. P.C.H.  
\_\_\_\_\_  
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.







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#14

File #: 2015-851, Version: 1

**Report to Mayor and City Council**

Tuesday, November 17, 2015

Consent

**SUBJECT:**

**CONSIDER APPROVING A MONTH-TO-MONTH CONTRACT EXTENSION WITH GOODWILL INDUSTRIES TO PROVIDE BUS STOP AND BUS SHELTER MAINTENANCE FOR THE CARSON CIRCUIT (CITY COUNCIL)**

**I. SUMMARY**

On June 23, 2015, the City Council approved a month-to-month agreement with Goodwill Industries to provide routine maintenance to the City's bus stops and selected bus shelters from July 1, 2015, until the end of this calendar year (Exhibit No. 1). Staff originally anticipated that these six months would provide sufficient time to complete the necessary Request for Proposal (RFP) process to select a vendor. However, due to the City's budget challenges, and continued analysis and discussion of the proper scope of this service, staff is requesting a contract extension for the term of January 1, 2016, through June 30, 2016, to choose a provider (Exhibit No. 2). Staff anticipates the selection process will to be completed before the terms of the requested extension.

**II. RECOMMENDATION**

1. APPROVE a month-to-month contract extension with Goodwill Industries to provide routine maintenance for the City of Carson's bus stops and bus shelters in the amount of \$6,317.85 per month, or a total cost of \$37,907.10, for the period January 1, 2016, through June 30, 2016.
2. AUTHORIZE the Mayor to execute the Goodwill Industries contract extension following approval as to form by the City Attorney.

1.

**III. ALTERNATIVES**

1. Do not approve the contract extension.

2. Take another action the City Council deems appropriate.

#### **IV. BACKGROUND**

Goodwill Industries works to enhance the dignity and quality of life of individuals and families by strengthening communities, eliminating barriers to opportunity, and helping people in need reach their full potential through learning and work. Its network of 165 independent, community-based Goodwills throughout the United States and Canada offer customized job training, employment placement and other services to people who have disabilities, lack education or job experience, or face employment challenges. Good will meets the needs of a diverse population that includes seniors, youth, veterans, immigrants, and those with criminal backgrounds and other specialized needs.

Since 2006 Goodwill Industries has been providing routine clean-up and maintenance of the City's bus stops and shelters. As the current contract was expiring, on June 23, 2015, the City Council approved a month-to-month agreement with Goodwill to continue being the City's vendor until the end of this calendar year. Staff anticipated that these six months would provide sufficient to compete the necessary Request for Proposal (RFP) process. However, due to the City's budget challenges, and continued analysis and discussion of the proper scope of this service, staff is requesting a contract extension for the term of January 1, 2016, through June 30, 2016, to select a service provider. Staff anticipates the selection process will to be completed before the terms of the requested extension.

#### **V. FISCAL IMPACT**

Funds for this agreement were budgeted in the Fiscal Year 2015/16 Transportation Services Division budget in Proposition A, Bus Stop Maintenance, in account no. 18-90-999-181-6005.

#### **VI. EXHIBITS**

1. Goodwill Agreement. (pgs. 3-28)
2. Goodwill Amendment No. 1. (pg. 29-33)

- 1.

Prepared by: Luchie S. Magante, Sr. Administrative Analyst