

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 GOODWILL, SERVING THE PEOPLE OF SOUTHERN LOS ANGELES COUNTY, a California 501(c)(3) nonprofit corporation (“Consultant”), is effective as of the 1st day of July, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated the 1st day of January, 2020 (“Agreement”), whereby Consultant agreed to provide services related to routine cleaning and maintenance of all transit stops belonging to the City’s fixed-route transit system. The Agreement provided for a contract term of three and one-half years, from January 1, 2020 until June 30, 2023, and a Contract Sum of \$342,300.

B. Effective July 1, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to exercise the City’s first of two options to extend the term of the Agreement for a one (1) year extension period pursuant to Section 3.4 of the Agreement, making the expiration date June 30, 2024, and to increase the Contract Sum by \$97,800, from \$342,300 to \$440,100, to fund the services for the extension period for the flat monthly fee of \$8,150 as set forth in Exhibit “C” (Schedule of Compensation) of the Agreement.

C. City and Consultant now desire to further amend the Agreement to exercise the City’s second of two options to extend the term of the Agreement for a one (1) year extension period pursuant to Section 3.4 of the Agreement, making its new expiration date June 30, 2025, and to increase the Contract Sum by \$97,800, from \$440,100 to \$537,900, to fund the services for the extension period for the flat monthly fee of \$8,150 as set forth in Exhibit “C” (Schedule of Compensation) of the Agreement.

TERMS

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

A. Section 2.1, “Contract Sum,” of the Agreement is hereby amended to read in its entirety as follows (additions shown in ***bold italics***, deletions in ~~strikethrough~~):

“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 ***Five Hundred Thirty-Seven Thousand and Nine Hundred Dollars (\$537,900)*** ~~Four Hundred Forty Thousand and One Hundred~~

Dollars (\$440,100) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4, “Term,” of the Agreement is hereby amended to read in its entirety as follows (additions shown in ***bold italics***, deletions in ~~strike through~~):

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for ***five and one-half (5.5) years (i.e. 66 months)*** ~~four and one-half (4.5) years (i.e. 54 months)~~ from the effective date hereof (i.e. from January 1, 2020 through June 30, ~~2025~~ 2024). ~~At City’s option, and upon execution of a written agreement between the Parties, the foregoing Term may be extended for up to ***one (1)*** two (2) one-year extension periods.”~~

C. Section IV of Exhibit “C,” “Schedule of Compensation,” of the Agreement is hereby amended to read in its entirety as follows (additions shown in ***bold italics***, deletions in ~~strike through~~):

“IV. The total compensation for the Services shall not exceed ***\$537,900*** ~~\$440,100~~ 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 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 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 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj; icy]

CONSULTANT:

GOODWILL, SERVING THE PEOPLE OF SOUTHERN LOS ANGELES COUNTY, a California 501(c)(3) nonprofit corporation

By: _____
Name: Kimberly Hall
Title: President

By: _____
Name: Theresa Morrison
Title: Chief Financial Officer
Address: 800 Pacific Coast Highway
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

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 _____, 2024 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:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	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.

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Signature: _____

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<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE