

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and ADMINISTRATIVE SERVICES COOPERATIVE, INC., a California corporation (“Contractor”), is effective as of the ___ day of _____, 2023.

RECITALS

A. City and Contractor entered into that certain Agreement for Contract Services dated July 1, 2020 (“Agreement”), whereby Consultant agreed to provide City Dial-A-Ride demand-responsive services (“Standard DAR”) based on the curb-to-curb concept for registered participants. The Agreement provided for an initial contract term of three years, from July 1, 2020 through June 30, 2023, and a not-to-exceed Contract Sum of \$1,500,000. The Agreement also provided City with the option to extend the initial three-year contract term for up to two additional one-year extension periods.

B. On September 1, 2020, City and Contractor entered into Amendment No. 1 to the Agreement, to implement a Lyft-style model (“Expedited DAR”), to which the following was applied: (i) there will be no age restrictions or disability status eligibility requirements; (ii) riders must be residents of the City; (iii) the entire ride must take place within the City; (iii) each rider is limited to 20 rides per calendar month; (iv) there will be no registration requirement in order to request a ride; and (v) City and rider will each pay 50% of the fare up to a maximum of \$10.00 per ride to be paid by City with any overages to be paid by rider. Amendment No. 1 also removed the age restrictions and disability status eligibility requirements from the Standard DAR.

C. On June 23, 2022, City and Contractor entered into Amendment No. 2 to the Agreement, to remove all travel restrictions in the defined area outside of City boundaries as depicted in Exhibit “A-1” of the Agreement, to adjust the map set forth in said Exhibit “A-1” to reflect the removal of travel restrictions in such areas (designated as the “additional unrestricted destinations” in the map), and to correct certain prior errors and omissions in the Agreement provisions, all with no change in compensation.

D. City and Contractor now desire to amend the Agreement for the third time, by this Amendment, to exercise the first of the City’s two options to extend the term of the Agreement for a one-year extension period pursuant to Section 3.4 and Section I of Exhibit “D” (Schedule of Performance) of the Agreement, making its new expiration date June 30, 2024, and to increase the not-to-exceed Contract Sum by \$500,000, from \$1,500,000 to \$2,000,000, to fund the services for the one-year extension period at the rates set forth in Exhibit “C” (Schedule of Compensation) of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1, "Contract Sum," of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor 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 Million Dollars (\$2,000,000)** ~~One Million Five Hundred Thousand Dollars (\$1,500,000)~~ for the **four-year** ~~initial~~ term of the Agreement (the "Contract Sum"), or Five Hundred Thousand Dollars (\$500,000) per year, 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:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding **four (4)** ~~three (3)~~ years from the date hereof with a City option for **one (1)** ~~two (2)~~ additional one-year extensions, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Section V of Exhibit "C," "Schedule of Compensation," of the Agreement is hereby amended to read in its entirety as follows:

"V. The total compensation for the Services shall not exceed **\$2,000,000** ~~\$1,500,000~~, or \$500,000 per year, as provided in Section 2.1 of this Agreement."

D. Section I of Exhibit "D," "Schedule of Performance," of the Agreement is hereby amended to read in its entirety as follows:

"I. This Agreement shall commence on July 1, 2020 and shall remain in full force and effect for **four (4)** ~~three (3)~~ years thereafter, ***unless earlier terminated in accordance with Article 7 of this Agreement.*** The City may extend this Agreement for up to **one (1)** ~~two (2)~~ additional 1-year terms."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement (as amended by Amendments No. 1 and No. 2) 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 Amendments No. 1 and No. 2 and this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor 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
[sap;brj]

CONTRACTOR:

ADMINISTRATIVE SERVICES
COOPERATIVE, INC.

By: _____
Name: John Rouse
Title: Secretary

By: _____
Name: Marco Soto
Title: Vice President

Address: 1515 West 190th Street
Suite 250
Gardena, CA 90248

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 _____, 2023 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: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

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<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