

**AMENDMENT NO. 3**  
**TO PROFESSIONAL SERVICES AGREEMENT**  
**FOR BUS STOP CLEANING & MAINTENANCE**

**THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT FOR BUS STOP CLEANING & MAINTENANCE** (“Third 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 1<sup>st</sup> day of January, 2017.

**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 stops 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 amended the Agreement (“First Amendment”) on November 17, 2015, 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 was 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 resulted 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.

C. 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 the services performed from July 1, 2015 through December 31, 2016 under the original Agreement, First Amendment and Second Amendment.

D. City and Consultant now desire to amend the Agreement for the third time (“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,

2016 under the original Agreement, the First Amendment and the Second 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, 2015 until completion of the services but not past the date of *June 30, 2017* ~~December 31, 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 *One Hundred Fifty-Seven Thousand Three Hundred Eighty-Three Dollars and Thirty Cents (\$157,383.30)* ~~One Hundred Fifteen Thousand Nine Hundred Ninety Five Dollars and Seventy-Two Cents (\$115,995.72)~~ (“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 *\$157,383.30* ~~\$115,995.72~~, 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 Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Third 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 Third 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 Third 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 Third 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.

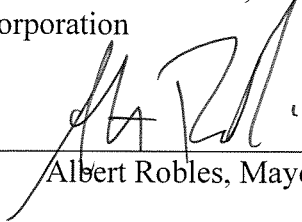
### **Exhibits**

1. Goodwill Industries Agreement
2. Amendment #1
3. Amendment #2


[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

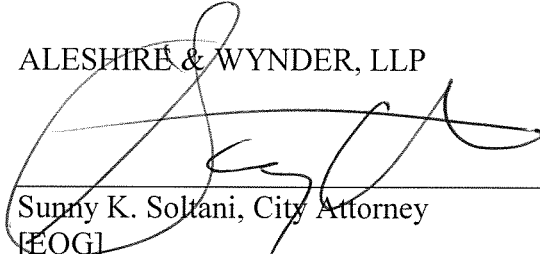
  
Albert Robles, Mayor

ATTEST:


  
Donesia L. Gause, CMC, City Clerk

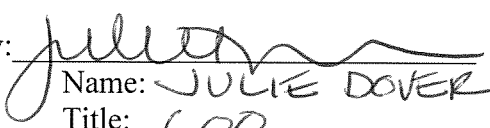
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney  
[EQG]

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

By:   
Name: Jane F. McCarthy  
Title: President & CEO

By:   
Name: JULIE DOVER  
Title: COO

Address: 800 W. Pacific Coast Hwy  
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.

