

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL 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 23rd day of June, 2022, except as otherwise provided below.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual 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 ("Agreement").

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. City and Contractor now desire to amend the Agreement for the second time, to remove all travel restrictions in the defined area outside of City boundaries as depicted in Exhibit "A-1", to adjust the map set forth in 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.

TERMS

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

A. Subsection B ("Eligibility") of Section I of Exhibit "A" is hereby amended, effectively retroactively as of July 1, 2020, at paragraph 3 under the subheading "Standard DAR" to read as follows:

"3. Participant Co-Pays: Contractor acknowledges that City staff shall collect, record, and apply the \$2.00 participant prepaid co-pays for each trip to the respective profiles of the participants.

Fare: Following application of the \$2.00 participant prepaid co-pays for each trip, the City will pay 100% of the meter-based cab fare up to a

maximum City subsidy of \$18 per ride. Participants will pay for any overages exceeding \$20.00 per ride (i.e., the \$2.00 prepaid co-pay plus the maximum \$18 City subsidy)."

B. Subsection E ("Service Area") of Section I of Exhibit "A" ("Scope of Services") of the Agreement is hereby amended to read in its entirety as follows, with the deletion of subparagraph 5 to be effective retroactively as of July 1, 2020:

"E. Service Area:

Standard DAR:

1. City Boundaries *and Defined Area Outside City Boundaries*: Passengers may travel to and from all areas of the unrestricted City boundaries *and the defined area outside of City boundaries (designated as the "additional unrestricted destinations" in the map in Exhibit "A-1")* as depicted in Exhibit "A-1." Trips that originate and end within these areas may be for any purpose, including but not limited to: banking, shopping, medical, recreational, educational, and social.
- ~~2. Outside City Boundaries: Passengers may also travel to and from areas within the defined perimeter outside of City boundaries as depicted in Exhibit "A-1". Trips to any of these areas are allowed for medical and social service purposes ONLY.~~
- ~~3.~~ 2. Satellite Locations: ~~In addition to the defined perimeter outside of City boundaries, p~~Passengers may also travel to and from seventeen (17) City-approved satellite locations ~~for medical and social services purposes as depicted in Exhibit "A-1."~~ *However, trips to any of these satellite locations are allowed/subsidized for medical and social service purposes ONLY."*
- ~~4.~~ 3. The boundaries of the City ~~and the satellite destinations~~ are subject to change at any time *based on applicable annexation and other legal processes, and any change to the City's boundaries shall be deemed automatically incorporated into this Agreement without the need for a written amendment hereto (except insofar as such change may require a modification to the Contract Sum that is beyond the scope of the Contract Officer's authority pursuant to Section 1.8) upon notice from the Contract Officer to Consultant. The additional unrestricted destinations and the satellite destinations are subject to change at any time by the City (including by Contract Officer approval if within the Contract Officer's authority pursuant to Section 1.8)* and are based solely on the needs of the City.
- ~~5.~~ ~~Should a passenger request a non-medical/social service trip to an area outside of the City boundaries, the trip shall be subsidized up to the Carson boundary and the passenger, with his/her acknowledgement, shall be charged the regular taxi rate for this latter leg of the trip. Should the~~

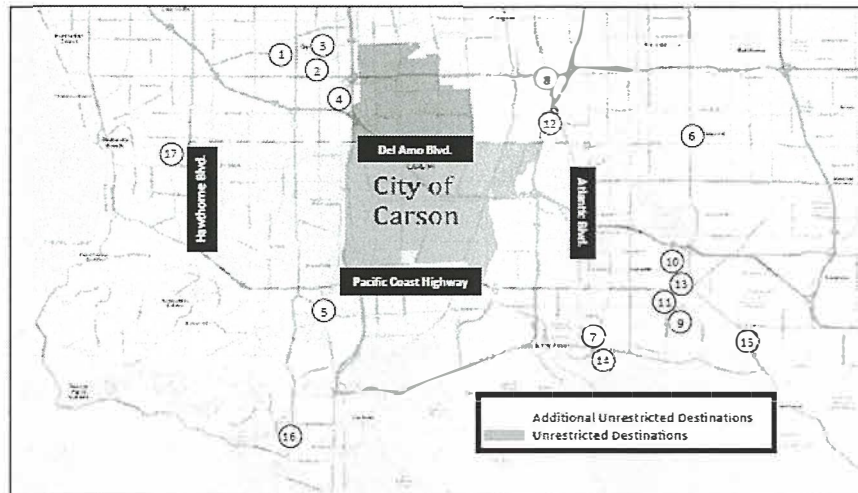
passenger request a non-medical/social service trip out of an area outside of the City boundaries, the first leg leading up to the City boundary shall be charged the regular taxi rate.”

Expedited DAR:

1. City Boundaries: Passengers may travel only within City boundaries (both place of origin and place of destination) and there shall be no limitations as to the purpose of travel.”

C. The “Dial-a-Ride Service Map” set forth in Exhibit “A-1” is hereby deleted and replaced with the following:

City of Carson Dial-A-Ride Service Area



	Satellite Destinations	Address	City
1.	Kaiser Gardena	15446 Western Avenue	Gardena, CA
2.	Community Hospital of Gardena	1246 155th Street	Gardena, CA
3.	Memorial Hospital of Gardena	1145 W. Redondo Beach Boulevard	Gardena, CA
4.	Gardena-Carson YMCA	1000 W. Artesia Avenue	Gardena, CA
5.	Kaiser Permanente Harbor City	25825 S. Vermont Avenue	Harbor City, CA
6.	Lakewood Regional Hospital	3700 South Street	Lakewood, CA
7.	St. Mary's Medical Center	1050 Linden Avenue	Long Beach, CA
8.	California Pools of Hope, Inc.	6801 N. Long Beach	Long Beach, CA
9.	L.B. Community Hospital	1720 Termino Avenue	Long Beach, CA
10.	Harriman Jones Medical Center	2600 Redondo Avenue	Long Beach, CA
11.	Kaiser Clinic	3900 E. Pacific Coast Highway	Long Beach, CA
12.	Kaiser Dialysis	145 W. Victoria Street	Long Beach, CA
13.	Long Beach Health Department	2525 Grand Avenue	Long Beach, CA
14.	Long Beach Senior Center	1150 E. 4th Street	Long Beach, CA
15.	Veteran's Hospital	5901 E. 7th Street	Long Beach, CA
16.	San Pedro Peninsula Hospital (Little Company of Mary Hospital)	1300 W. 7th Street	San Pedro, CA
17.	Little Company of Mary Hospital	4101 Torrance Boulevard	Torrance, CA

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

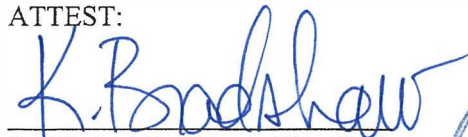
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

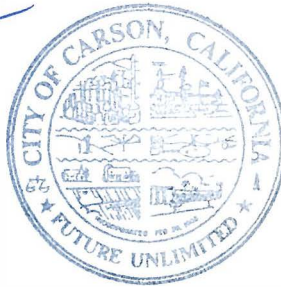
CITY:

CITY OF CARSON, a municipal corporation


Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah Bradshaw, City Clerk



APPROVED AS TO FORM:


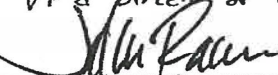
ALESHIRE & WYNDER, LLP



Sunny K. Soltani, City Attorney
[brj]

CONTRACTOR:

ADMINISTRATIVE SERVICES
COOPERATIVE, INC.

By: 
Name: Marcos A. Soto
Title: VP & Director of Operations
By: 
Name: John Rouse
Title: Treasurer

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.