

**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

42

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.

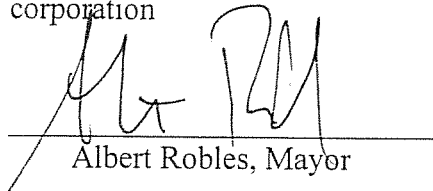
[SIGNATURES ON FOLLOWING PAGE]



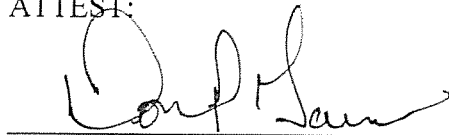
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

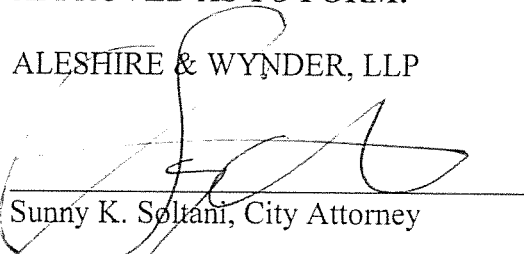
  
Albert Robles, Mayor

**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.



# 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

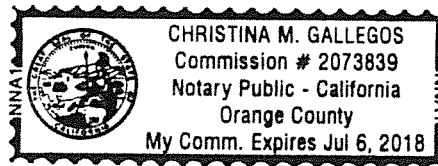
COUNTY OF LOS ANGELES

On 08/16, 2018 before me, Christina M. Gallegos, personally appeared Janet McCarthy, 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: Christina M. Gallegos



## 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

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE



## 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 08/16, 2018, before me, Christina M. Gallegos, personally appeared Janet McCarthy, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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: Christina M. Gallegos



### 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

☐  
☐

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

