

AGREEMENT NO. 13-072 (8)

**AMENDMENT NO. EIGHT [8] TO
AGREEMENT NO. 13-072**

THIS AMENDMENT NO. EIGHT (8) TO AGREEMENT NO. 13-072 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **BAKERSFIELD HOMELESS CENTER**; (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on the 1st of May of 2013, the CITY and CONTRACTOR entered into Agreement No. 13-072, wherein CONTRACTOR, using its own trained labor force, shall manually gather, bag, and pile litter from alongside designated roadways and other designated areas. Up to three crews of five (5) people each and one (1) working supervisor and up to one (1) crew of three (3) people each and one (1) working supervisor from Contractor will gather, bag and pile all litter and loose debris found along the roadway and other designated areas on a schedule as determined by CITY; and

WHEREAS, on May 21st, 2014 the CITY and CONTRACTOR entered into Agreement No. 13-072(2) whereby the contract was increased to not exceed \$840,640 with a termination date of June 30th, 2015; and

WHEREAS, on June 24th, 2015 the CITY and CONTRACTOR entered into Agreement No. 13-072(3) whereby the contract was increased to not exceed \$1,402,228 with a termination date of June 30th, 2016; and

WHEREAS, on June 08, 2016 the CITY and CONTRACTOR entered into Agreement No. 13-072(4) whereby the contract was increased to not exceed \$1,963,816 with a termination date of June 30th, 2017; and

WHEREAS, on June 07, 2017 the CITY and CONTRACTOR entered into Agreement No. 13-072(5) whereby the contract was increased to not exceed \$2,525,404 with a termination date of June 30th, 2018; and

WHEREAS, on June 06, 2018 the CITY and CONTRACTOR entered into Agreement No. 13-072(6) whereby the contract was increased to not exceed \$3,117,044 with a termination date of June 30th, 2019; and

WHEREAS, on June 28, 2019 the CITY and CONTRACTOR entered into Agreement No. 13-072(7) whereby the contract was increases to not exceed \$3,661,684 with the termination date of June 30, 2020; and

WHEREAS, the term of the Agreement is nearing expiration and the parties desire to renew the term of Agreement No. 13-072 for a period of one year so that the Agreement can end on June 30, 2021; and

WHEREAS, CITY and CONTRACTOR wish to increase the total compensation by \$495,640.00 to continue with the litter gathering services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement as follows:

1. Paragraph No. 2 of Agreement No. 13-072, entitled "Compensation" is hereby amended to read as follows:

2. COMPENSATION. Compensation for all work, services or products called for under this Agreement shall be payable in accordance with section 2.1 "Payment Procedure" as stated below but in no event shall exceed **Four Million One Hundred Fifty-Seven Thousand, Three Hundred Twenty-Four Dollars (\$4,157,324.00)** for the life of the contract.

2.1 The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. Compensation shall be made on a per crew basis but crew sizes may vary. The fee for service will be based on a **\$22.68** per hour rate per person through December 31, 2020. As of January 1, 2021, the fee for service will be based on a **\$24.56** per hour rate per person. Calculating the hourly rate is based on starting at the time the crew leaves their facility to the time the crew returns to their facility and does not include a 30-minute lunch break. Weekly safety training is included as part of the payment period.

2. Paragraph No. 9 of Agreement No. 13-072, entitled "Term" is hereby amended to read as follows:

9. TERM. Unless terminated sooner, as set forth herein, this Agreement shall be for a one (1) year period and shall be renewable annually thereafter for two (2) more consecutive one-year periods. Renewal options shall be exercised by written notice by the Public Works Director or his designee at the sole option and discretion of the CITY. Both parties agree to renew the term of the Agreement for a seventh year ending on June 30th, 2021.

3. Except as amended herein, all other provisions of Agreement No. 13-072, as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. [8] to Agreement No. 13-072 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"CONTRACTOR"
BAKERSFIELD HOMELESS CENTER

By: _____
Print Name: Louis B. Gill
Title: Executive Director

APPROVED AS TO CONTENT:
PUBLIC WORKS DIRECTOR

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director