



**CONTRACT AMENDMENT #1
to
Contract No. C-130868**

PERSONAL SERVICES AGREEMENT

**BY AND BETWEEN THE
CITY OF LOS ANGELES**

AND

HUNTERS POINT FAMILY

Project Title:

**Bathroom Attendant and Monitoring Services at Automatic Public Toilet and
Mobile Pit Stop Program Locations**

AMENDMENT #1 TO THE AGREEMENT C-130868

A PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND HUNTERS POINT FAMILY

TO PROVIDE BATHROOM ATTENDANT AND MONITORING SERVICES AT
AUTOMATIC PUBLIC TOILET AND MOBILE PIT STOP PROGRAM LOCATIONS

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "City") and, HUNTERS POINT FAMILY, a community based California non-profit 501(c)(3) organization (hereinafter called "Contractor"), with reference to the following facts:

RECITALS

WHEREAS, the Los Angeles City Council (Council) approved a motion describing the potential spread of Hepatitis A Virus and public health risk associated with people who are forced to urinate and defecate in public places due to lack of access to restrooms (C.F. 17-1092);

WHEREAS, the City of San Francisco Public Works Department (SFPW) implemented a Pit Stop Program which successfully provided safe and clean public toilets, sinks, used needle receptacles, and dog waste stations in neighborhoods with a high population of individuals experiencing homelessness;

WHEREAS, the SFPW utilized a competitive selection process to hire the Hunters Point Family for implementation of the Pit Stop Program and hiring and training of bathroom attendants;

WHEREAS, the SFPW program and staffing of bathroom attendants significantly increased the utilization rate of public bathroom facilities;

WHEREAS, the Council and Mayor authorized the Board of Public Works to negotiate and execute contracts necessary to establish a six-month contract to provide bathroom attendants with the option to extend an additional six months (C.F. 17-1092);

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character; and

WHEREAS, the Board of Public Works is utilizing the competitive selection process completed by the SFPW to select Hunters Point Family;

WHEREAS, the Board of Public Works and Office of the City Administrative Officer released a joint report dated July 23, 2018, with data supporting the effectiveness of the Mobile Pit Stop Pilot Program;

WHEREAS, the Council and Mayor adopted a finding that it is in the City's and public's

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best interest to continue the Mobile Pit Stop Program for one additional year through July 31, 2019 (C.F. XXXXXX); and,

WHEREAS, the Council and Mayor authorized the transfer of funding from the Unappropriated Balance to the Board of Public Works to continue the program through July 31, 2019;

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

I INTRODUCTION

§101 Parties to the Agreement

- A. No changes to existing agreement.

§102 Representatives of the Parties and Service of Notices

- A. No changes to existing agreement.
- B. No changes to existing agreement.
- C. No changes to existing agreement.

§103 Independent Contractor

- A. No changes to existing agreement.

I TERM AND SERVICES TO BE PROVIDED

§201 Term and Time of Performance

- A. No changes to existing agreement.
- B. *Amendment #1 extends the Agreement from August 22, 2018 through July 31, 2019. Said extension term is subject to the termination provisions herein. Performance by the Contractor shall continue through the extension term.*

§202 Extension of Contract Term

- A. *This section is to be deleted from the existing agreement.*

§203 Services to be Provided by Contractor

- A. No changes to existing agreement.

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- B. No Changes to existing agreement.
- C. No changes to existing agreement.
- D. No changes to existing agreement.
- E. No changes to existing agreement.
- F. *Amendment #1 provides the updated list of locations identified by the City. These have also been indicated in the most recent Notice to Proceed Supplemental 3 issued on July 2, 2018. However, the City may elect to change these locations based on usage rates, safety, feasibility, and various other factors. At least one attendant will be on site at each location during hours of operation, and at least two at the Venice location. Due to the 12 hour daily operation, this may require staffing more than one individual per location.*

<u>Address</u>	<u>Hours of Operation</u>	<u>Minimum # of Staff during Hours of Operation</u>	<u>Council District</u>	<u>Days of Service</u>
A. Three (3) Automatic Public Toilet Locations				
East 6 th Street and Gladys Avenue	7:00 AM to 7:00 PM	1	CD14	Sunday-Saturday
Santa Monica Boulevard and Vermont Avenue	7:00 AM to 7:00 PM	1	CD13	Sunday-Saturday
East 5 th Street and Los Angeles Street	7:00 AM to 7:00 PM	1	CD14	Sunday-Saturday
B. Five (5) Portable Toilet Locations				
West 38 th Street and Grand Avenue	7:00 AM to 7:00 PM	1	CD9	Sunday-Saturday
525 Broad Avenue	7:00 AM to 7:00 PM	1	CD15	Sunday-Saturday
North Alvarado Street and Bellevue Avenue	7:00 AM to 7:00 PM	1	CD13	Sunday-Saturday
East 15 th Street and Griffith Avenue	7:00 AM to 7:00 PM	1	CD14	Sunday-Saturday
1 Rose Avenue Parking Lot	10:00 PM to 6:00 AM	2	CD11	Sunday-Saturday
West 38 th Street and Grand Avenue	7:00 AM to 7:00 PM	1	CD9	Sunday-Saturday

- G. No changes to existing agreement.
- H. **OPTION FOR ADDITIONAL LOCATIONS**

Amendment #1 adds a new option for the City to add additional location(s), subject to funding and Council action to identify the new location(s). During the term of this contract amendment, a Council action may instruct the Board of Public Works to evaluate the feasibility of adding a new location(s). Once the evaluation is complete, the City reserves the option, at its sole discretion, of requiring the Contractor to provide a bathroom attendant at additional location(s). This option takes effect upon written authorization by the Board of Public Works Executive

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Officer. Exercising this option is subject to the availability of funds and the City's determination that such addition is in the best interest of the City.

§204 Services to be Provided by City

- A. No changes to existing agreement.

§205 Issuance of Notice to Proceed

- A. No changes to existing agreement.
- B. No changes to existing agreement.
- C. No changes to existing agreement.
- D. *Amendment #1 adds that the Notice to Proceed will also serve as the written notice authorizing the options listed in Sections 203G and 203(H) of this contract amendment. The Notice to Proceed will include a "not to exceed" compensation amount for the described option. The Contractor shall complete the work within the "not to exceed" amount unless changes to the Notice to Proceed are made by the City.*

II PAYMENT

§301 Compensation and Method of Payment

- A. No changes to existing agreement.
- B. *Contractor will invoice the City for work performed in accordance with the contract. This is a "Fee For Service" contract. Compensation for complete and satisfactory performance of the terms of this Amendment #1 shall not exceed \$942,000 for the period covering August 22, 2018 through July 31, 2019. The foregoing amount represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.*
- C. No changes to existing agreement.
- D. Each monthly invoice shall:
 - 1. Be submitted on the Contractor's letterhead.
 - 2. Upon request by the City, include separate backup documentation (electronic form preferred) with the name, hours, rate of pay for all personnel to be paid through this contract.

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Amendment #1 also requires that a summary by location of the hours and total billed per location.

3. Include supporting documentation for any pre-approved purchases of equipment or supplies.
 4. *Amendment #1 requires that the monthly invoice also include separate backup documentation for indirect costs broken down by expense. Any indirect costs or overhead costs that are based on a percentage rate should only be billed against total Personnel charges and should not be billed against equipment or material expenses.*
- E. No changes to existing agreement.
- F. No changes to existing agreement.
- G. No changes to existing agreement.
- H. No changes to existing agreement.
- I. No changes to existing agreement.
- J. No changes to existing agreement.
- K. No changes to existing agreement.
- L. No changes to existing agreement.
- M. No changes to existing agreement.

§302 Advance Payment

- A. No changes to existing agreement.

§303 Modifications, Termination, and Extension

- A. No changes to existing agreement.
- B. No changes to existing agreement.
- C. No changes to existing agreement.
- D. No changes to existing agreement.

§304 Withheld Payments

- A. No changes to existing agreement.

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IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS

HUNTERS POINT FAMILY

By _____
Kevin James, President

By _____
Lena Miller, Executive Director of
Development

Board of Public Works

Date: _____

Date: _____

APPROVED AS TO FORM

ATTESTED

Michael N. Feuer, City Attorney

Holly L. Wolcott, City Clerk

By _____
Edward Jordan, Asst. City Attorney

By _____

Date: _____

Date: _____

City Business Tax Registration Certificate Number: _____

Internal Revenue Service ID Number: _____

Contract No.: _____