



City of Emeryville  
CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

### SECOND AMENDMENT

#### THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of 7/01/2023 (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION (ETMA)** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

#### WITNESSETH THAT

**WHEREAS**, the City and Contractor entered into a Professional Services Contract dated September 13, 2021 ("Contract") for the purpose of retaining the services of Contractor to provide Paratransit Services to residents of the 94608 zip code; and

WHEREAS, the City and Contractor entered into a first amendment of the contract on July 18, 2022 for the purpose of increasing the contract amount and/or extending the termination date of the contract; and

**WHEREAS**, the City and Contractor desire to amend the Contract; and

**WHEREAS**, the public interest will be served by this Amendment.

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

#### 1. AMENDMENT

The Parties agree to amend the Contract as checked below:

##### 1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

**OR**

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-2**, attached hereto and incorporated herein by this reference.

#### FOR CITY USE ONLY

|                |                  |             |     |
|----------------|------------------|-------------|-----|
| Contract No.   | 23040E-0221-CS01 | CIP No.     | N/A |
| Resolution No. | 23-73            | Project No. | N/A |

**City of Emeryville** | Professional Services Contract Amendment  
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**1.2 Termination Date**

- ☐ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2024**.

**1.3 Total Compensation Amount**

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$7,800.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **ONE HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$149,800.00)**.

**2. CONTINUING EFFECT OF CONTRACT**

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

**3. 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.

**4. SEVERABILITY**

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**5. WAIVER**

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

*SIGNATURES ON FOLLOWING PAGE*

6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT  
SECOND AMENDMENT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,  
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:  
*John Kennedy*  
2C934D02D855407...  
\_\_\_\_\_  
City Attorney

Dated:  
  
09/08/2023  
\_\_\_\_\_

**CITY OF EMERYVILLE**  
DocuSigned by:  
*Paul Buddenhagen*  
4D944040BF29470...  
\_\_\_\_\_  
City Manager

Dated:  
  
06/28/2023  
\_\_\_\_\_

**EMERYVILLE TRANSPORTATION MANAGEMENT  
ASSOCIATION (ETMA)**  
DocuSigned by:  
*Bobby Lee*  
0B6B007042B5405...  
\_\_\_\_\_  
Bobby Lee, Board Chair *(Signature)*

|                             |   |   |
|-----------------------------|---|---|
| <i>Attach:<br/>W-9 Form</i> | <i>Attach:<br/>Business License<br/>Certificate</i> | <i>Attach:<br/>Insurance Certificate<br/>and Endorsements</i> |
|                             |   |   |