

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into on November ____, 2016, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (CITY), and LOWELL PROPERTY SERVICES, LLC., a limited liability company (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated January 1, 2016, for professional clean up services for the Lowell Community and Yokomi alleys (Agreement); and

WHEREAS, the agreement was amended on May 2, 2016, to include alley clean up services for the Kirk Neighborhood; and

WHEREAS, CITY and CONSULTANT now desire to amend the Agreement to include alley clean up services for the Jefferson Neighborhood and increase the total fee.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in **Exhibit A**, attached hereto. Such services shall be performed in accordance with the terms and conditions of the Agreement.

2. CONSULTANT shall perform the services in **Exhibit A** for one month for a fee not to exceed \$2,750. Thereafter, the CONSULTANT shall perform the services in **Exhibit A** for a fee not to exceed \$1,750 per month until termination or expiration of the Agreement.

3. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated January 1, 2016, and the Amendment dated May 2, 2016, remains in full force and effect.

4. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO, a municipal corporation

By: _____
Bruce Rudd
City Manager

Date: _____

APPROVED AS TO LEGAL FORM:
DOUGLAS T. SLOAN
City Attorney

By: BC _____
Brandon M. Collet
Deputy

Date: 11/16/16

ATTEST:
YVONNE M. SPENCE, CMC
City Clerk

By: _____
Deputy

Date: _____

Attachment: Exhibit A

LOWELL PROPERTY SERVICES, LLC., a limited liability company

By: _____

Name: STEPHEN WAGNER

Title: CEO
(If corporation or LLC, Board Chair, Pres. or Vice Pres.)

By: _____

Name: STEPHEN WAGNER

Title: VP/Sec/TR
(If corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

REVIEWED BY:

Exhibit A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (“City”)
and Lowell Property Services, LLC (“Consultant”)
Lowell Community Alley Cleanup
PROJECT TITLE

Lowell Property Services, LLC (LPS) to clean up the Lowell alleys on a weekly schedule. LPS will:

1. Remove all abandoned items left in the alleys including tires, mattresses, furniture, illegally dumped construction materials, and certain hazardous materials such as oil containers
2. Sweep up glass and sharps
3. Provide weed control
4. Repair minor potholes with asphalt
5. Report graffiti to the Fresno Graffiti Team
6. Report criminal activity to the Fresno PD
7. Report possible code violations to Community Revitalization
8. Report homeless encampments
9. Report observed break-ins on boarded up properties
10. Provide video surveillance equipment for extremely problematic illegal dumping areas
11. Provide clean up services for the Kirk Community

Upon notification and within a reasonable amount of time the City will:

1. Make every effort to remove reported graffiti
2. Make every effort to act on video evidence of illegal dumping

The Lowell neighborhood is defined as Divisadero to the south, Blackstone to the east, and Highway 180 along the north to west. The attached map identifies the specific alleys to be maintained.

SCHEDULE OF FEES AND EXPENSES

LPS will provide the above services for \$24,000 annually beginning December 1, 2014 through November 30, 2015. Included in the fee is all labor, dump fees, vehicle costs, tools and materials. Fees are to be paid monthly, \$2000. LPS will hire and train employees from the Lowell neighborhood.

If Closed Caption Television ("CCTV") equipment is needed, the City would pay \$1,000 for each location. The need would be documented and the City Manager would have the final discretion as to its need and approval. LPS would pay for the installation, internet connection and monitoring costs as part of the monthly fee.