

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
FOR ADMINISTERING AND MONITORING WASTE HAULER OPERATIONS**

This Amendment is made and entered into this 30th day of September, 2013 (“Effective Date”) by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and MICHAEL BALLIET, an individual (“Consultant”).

WHEREAS, Consultant and City entered into an agreement on October 1, 2011, for Consultant to provide services relating to administering and monitoring waste hauler operators (the “Agreement”); and

WHEREAS, Consultant and City desire to extend the term of the Agreement; and

WHEREAS, the City Council authorized up to five one-year extensions of the Agreement when it approved the Agreement at its meeting held September 20, 2011.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of the Agreement set forth in Section 4.1 of the Agreement shall be extended through September 30, 2014.
2. The compensation set forth in Section 2.1 of the Agreement shall be increased by Thirty-Five Thousand Four Hundred Ninety Dollars (\$35,490.00) for the services rendered during the extended term.
3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment and previous Amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

[Signatures appear on the following page.]

CITY OF COSTA MESA,
A municipal corporation



Public Services Director

Date: 10.6.13

MICHAEL BALLIET



Signature

Date: 10-7-13

Michael L. Balliet, owner
Name and Title

APPROVED AS TO FORM:



City Attorney

Date: 09/30/13

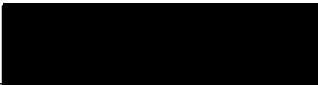
APPROVED AS TO INSURANCE:



Risk Management

Date: 10/8/13

APPROVED AS TO CONTENT:




Project Manager

Date: 9/30/13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/08/13

PRODUCER Ability Insurance Agency Inc. 2787 Bristol Street, #210 Costa Mesa, CA 92626 Phone (714)968-9600 Fax (714)968-8001	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Mike Balliet 	INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: Hartford Casualty Insurance Co. INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	72SBAZB1092SC	10/26/2012	10/26/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	72SBAZB1092SC	10/26/2012	10/26/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<input type="checkbox"/>	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Costa Mesa and its elected and appointed boards, officers, agents and employees are additional insureds with respect to this project and contract with City.

CERTIFICATE HOLDER**CANCELLATION**

The City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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Select Customer Insurance Center
3600 WISEMAN BLVD.

SAN ANTONIO TX 78251
Policyholder, please call us at: (866) 467-8730
Agent, please call us at: (800) 447-7649

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (800) 447-7649 between 7 A.M. and 7 P.M. CENTRAL TIME.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

SUPERIOR ACCESS INS SRVC INC/PHS
THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



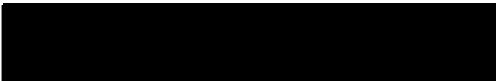
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 72 SBA ZB1092 DX

Named Insured and Mailing Address; MIKE BALLIET



Policy Change Effective Date: 03/01/13

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 001

Agent Name: SUPERIOR ACCESS INS SRVC INC/PHS

Code: 181840

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE: \$69.00
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF: \$2.00

RATES AND PREMIUMS ARE CHANGED.

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

HIRED/NON-OWNED AUTO LIABILITY IS ADDED: FORM SS 04 38
LIMIT OF INSURANCE: \$1,000,000

PRO RATA FACTOR: 0.655

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 03/01/13

Page 001 (CONTINUED ON NEXT PAGE)
Policy Effective Date: 10/26/12
Policy Expiration Date: 10/26/13

POLICY CHANGE (Continued)

Policy Number: 72 SBA ZB1092

Policy Change Number: 001

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:

SS 04 38 09 09



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.



Select Customer Insurance Center
3600 WISEMAN BLVD.

SAN ANTONIO TX 78251
Policyholder, please call us at: (866) 467-8730
Agent, please call us at: (800) 447-7649

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

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Thank you for allowing us to service your business needs.

SUPERIOR ACCESS INS SRVC INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



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POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 72 SBA ZB1092 DX

Named Insured and Mailing Address; MIKE BALLIET



Policy Change Effective Date: 03/01/13

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 002

Agent Name: SUPERIOR ACCESS INS SRVC INC/PHS

Code: 181840

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

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THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.655

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 03/01/13

Page 001

Policy Effective Date: 10/26/12
Policy Expiration Date: 10/26/13



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

THE CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR
APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

2000 MAIN ST

HUNTINGTON BEACH, CA 92648

ATTN: RISK MANAGEMENT

THE CITY OF NEWPORT BEACH, THE CITY, ITS ELECTED OR APPOINTED

THE CITY OF NEWPORT BEACH, THE CITY, ITS ELECTED OR APPOINTED
OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE TO BE
COVERED AS ADDITIONAL INSUREDS WITH RESPECT TO LIABILITY OUT OF
WORKPERFORMED BY OR ON BEHALF OF THE CONSULTANT

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED
BOARDS, OFFICERS, AGENTS, AND EMPLOYEES

77 FAIR DRIVE

COSTA MESA, CA 92626

COSTA MESA SANITARY DISTRICT

628 W 19TH ST.

COSTA MESA, CA 92627



CITY COUNCIL AGENDA REPORT

MEETING DATE: SEPTEMBER 20, 2011

ITEM NUMBER: _____

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR THE ADMINISTRATION OF THE CITY'S SOURCE REDUCTION AND RECYCLING ELEMENT

DATE: SEPTEMBER 8, 2011

FROM: PUBLIC SERVICES DEPARTMENT/ADMINISTRATION

PRESENTATION BY: PETER NAGHAVI, DIRECTOR, DEPARTMENT OF PUBLIC SERVICES

FOR FURTHER INFORMATION CONTACT: ALMA REYES, MANAGEMENT ANALYST, AT 714-754-5024

RECOMMENDATION:

1. Award a Professional Services Agreement for an amount of \$33,500 to Michael Balliet Consulting, 26351 Tarrasa Lane, Mission Viejo, California 92691, for the administration of the City's Source Reduction and Recycling Element (SRRE) from October 1, 2011, to September 30, 2012.
2. Authorize the Mayor and the City Clerk to execute the Professional Services Agreement (Attachment 1).
3. Authorize the Director of Public Services to extend the Professional Services Agreement on October 1st of each fiscal year up to a maximum of five (5) years if the contract adjustment is equal to or less than the annual Consumer Price Index (CPI).

BACKGROUND:

In September 1989, the State of California passed into law AB 939 (Public Resources Code Section 4000 et. seq.). AB 939 established the California Waste Management Board and set forth the requirement that each city and county statewide must divert 25 percent of solid waste from landfills in 1995, and divert 50 percent of solid waste from landfills by December 31, 2000. The legislation also required that the 50 percent diversion rate be maintained each year after the year 2000. In addition, each city and county was required to prepare and adopt a Source Reduction and Recycling Element (SRRE) which set forth the City's plan for recycling and for meeting the 25 percent and 50 percent diversion requirements. The City Council adopted Costa Mesa's SRRE in April 1992.

In order to meet the requirements of AB 939 and to monitor the City's permitted waste haulers for compliance with the Costa Mesa Municipal Code Title 8, governing refuse collection and recycling, the City awarded a six-year professional services agreement in June 1994. With the joint efforts of City staff, the consultant, and the City's permitted waste haulers, the City met the 25 percent diversion requirement in 1995 and was successful in

meeting the 50 percent diversion requirement in the year 2000. Since the year 2000, the City has been able to maintain a diversion rate above 50 percent and remain in compliance with State law.

On July 7, 2005, Council awarded a professional services agreement in the amount of \$30,525. At that time, Council authorized the Public Services Director to renew the contract annually for a five-year term if the contract renewal amount was equal to or less than the Consumer Price Index (CPI). Since the initial award of the contract, the increased contract amount has remained below the CPI.

The existing professional services contract for the administration of the City's SRRE expired on June 30, 2011. At the regular City Council meeting held on July 5, 2011, the City Council approved an amendment to the professional services agreement with Michael Balliet Consulting, commencing July 1, 2011, and expiring September 30, 2011. Maintaining the minimum 50 percent diversion of solid waste as required by AB 939 and continuing to monitor the City's permitted waste haulers for compliance with the City's waste and refuse collection ordinance will be an on-going process. In order to continue the City's diversion, recycling, and monitoring programs, staff has issued a request for proposal (Exhibit A of Attachment 1) for consultant services for the continued administration of the City's SRRE.

ANALYSIS:

Two firms responded to the City's request for proposal (RFP). The proposals were reviewed for responsiveness to the RFP, project understanding, and related experience. Staff found the firm of Michael Balliet Consulting to be well qualified to assist the City in the administration of the City's Source Reduction and Recycling Element Program. Mr. Balliet has been an environmental consultant for the past eighteen years and has an excellent working relationship with the private waste hauling companies operating in the City, as well as with the California Integrated Waste Management Board. His expertise and knowledge were valuable in the City's negotiation of the Solid Waste Franchise system instituted in Costa Mesa. He was also instrumental in devising the quarterly reporting system, currently used by the City to track the hauling and recycling efforts of the current ten commercial haulers operating in the City. Furthermore, he has been actively involved in the recent implementation of the City's construction and demolition waste tracking system.

The proposed Professional Services Agreement is for one-year increments up to a maximum of five years, renewable on an annual basis if mutually agreeable by the consultant and the City. The contract can be renewed by the Director of Public Services, given Council's authority, if the annual adjustment request is equal to or less than the Consumer Price Index (CPI). Contract price renewals above the CPI will be brought before Council for approval. The contract amount of \$33,500 is for the first year of the contract term.

ALTERNATIVES CONSIDERED:

Council could choose to not award the professional services agreement, which would require City staff to absorb the extra administrative and monitoring duties needed for the City to remain in compliance with AB 939.

A second alternative would be to rebid the contract. However, based on the limited response from the first bid process, staff believes we would not receive a lower bid.

FISCAL REVIEW:

Funding for this contract is included in the adopted General Fund Budget for fiscal year 2011-2012.

These consultant services are funded by using a portion of the solid waste franchise fee collected from the City's waste haulers. The City collects a solid waste franchise fee from waste haulers to support state mandates such as AB 939.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved the attached Professional Services Agreement as to form.

CONCLUSION:

The experience and expertise of Michael Balliet Consulting demonstrates an ability to perform the needed consultant services. It is recommended that the City Council award the contract to Michael Balliet Consulting, approve the attached Professional Services Agreement, and authorize staff to renew the agreement annually for a maximum of five (5) years if the contract renewal amount is less than or equal to the CPI.

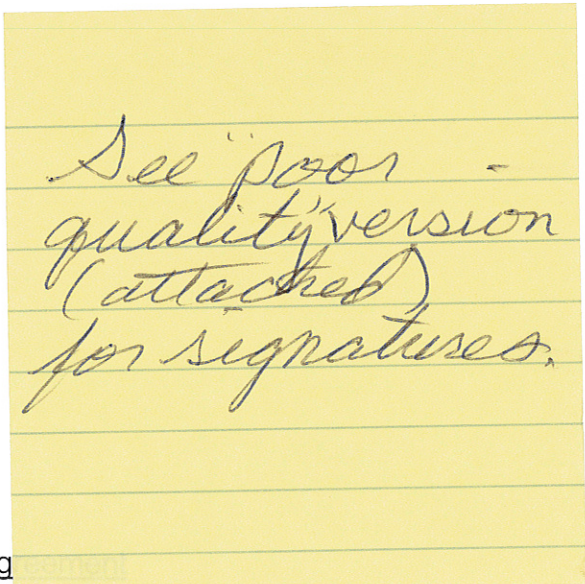
ALMA REYES
Management Analyst

PETER NAGHAVI, DIRECTOR
Department of Public Services

BOBBY YOUNG
Director of Finance

DISTRIBUTION: Chief Executive Officer
City Attorney
Director of Finance
City Clerk
Staff

ATTACHMENTS: 1 - Professional Services Ag



**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR ADMINISTERING AND MONITORING WASTE HAULER OPERATIONS**

This Amendment is made and entered into this ~~20th~~ day of September, 2012 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City") and MICHAEL BALLIET, an individual ("Consultant").

WHEREAS, Consultant and City entered into an agreement on October 1, 2011, for Consultant to provide services relating to administering and monitoring waste hauler operators (the "Agreement"); and

WHEREAS, Consultant and City desire to extend the term of the Agreement; and

WHEREAS, the City Council authorized up to five one-year extensions of the Agreement when it approved the Agreement at its meeting held September 20, 2011.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of the Agreement set forth in Section 4.1 of the Agreement shall be extended through September 30, 2013.

2. The compensation set forth in Section 2.1 of the Agreement shall be increased by Thirty-Four Thousand Eight Hundred Forty Dollars (\$34,840.00) for the services rendered during the extended term.

3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment and previous Amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

[Signatures appear on the following page.]

CITY OF COSTA MESA,
A municipal corporation



Public Services Director

Date: 9-20-12

MICHAEL BALLIET



Signature

Date: 9-20-12

Michael L. Balliet, Owner

Name and Title

APPROVED AS TO FORM:



City Attorney

Date: 10/08/12


APPROVED AS TO INSURANCE:



Risk Management

Date: 10/8/12

APPROVED AS TO CONTENT:



Project Manager

Date: 9/18/12