

**AMENDMENT NUMBER FIVE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
MICHAEL BALLIET CONSULTING, LLC**

This Amendment Number Five ("Amendment") is made and entered into this 30th day of September, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MICHAEL BALLIET CONSULTING, LLC, a California limited liability company ("Consultant").

WHEREAS, City and Consultant entered into an agreement on October 1, 2017 for Consultant to provide solid waste and recycling consulting services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of one (1) year, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, on June 18, 2018, City and Consultant increased Consultant's maximum compensation to Forty-Three Thousand Two Hundred Fifty Dollars (\$43,250.00); and

WHEREAS, on July 30, 2018, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation to Forty-Eight Thousand Two Hundred Fifty Dollars (\$48,250.00); and

WHEREAS, on September 30, 2018, City and Consultant amended the Scope of Services, extended the term through September 30, 2019, and established Consultant's maximum compensation for the extended period accordingly; and

WHEREAS, on September 30, 2019, City and Consultant amended the Scope of Services, extended the term through September 30, 2020, and established Consultant's maximum compensation for the extended period accordingly; and

WHEREAS, City and Consultant now desire to extend the term for one (1) additional year, through September 30, 2021, and to set forth Consultant's maximum compensation for the extended period accordingly.

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 shall be extended through September 30, 2021.
2. For the period commencing October 1, 2020 and ending September 30, 2021, Consultant's compensation shall not exceed Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$49,999.00).
3. All terms not defined herein 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 shall remain in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

San Onu Bennett  
City Manager

Date: 10/14/20

CONSULTANT

[Signature]  
Signature  
Michael L. Balliet, President  
Name and Title

Date: 10-5-2020

ATTEST:

Brenda Green 10-5-2020  
City Clerk



APPROVED AS TO FORM:

[Signature]  
City Attorney

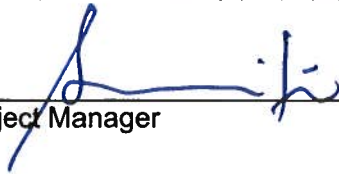
Date: 10/14/20

APPROVED AS TO INSURANCE:

[Signature]  
Risk Management

Date: 10/6/2020

APPROVED AS TO CONTENT:

  
Project Manager

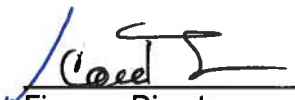
Date: 10/08/2020

DEPARTMENTAL APPROVAL:

  
Public Services Director

Date: 10-12-2020

APPROVED AS TO PURCHASING:

  
Finance Director

Date: October 5, 2020