

**FOURTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
WITH
CLEANSTREET**

THIS FOURTH AMENDMENT ("Amendment") is made and entered into this 17th day of May, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CLEANSTREET, a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement dated March 1, 2015 for Consultant to provide street sweeping services (the "Agreement"); and

WHEREAS, City and Consultant amended the Agreement through the First Amendment, dated June 15, 2015, to permit Consultant to lease space at City's Corporation Yard to store equipment used in connection with Consultant's services; and

WHEREAS, City and Consultant further amended the Agreement through the Second Amendment, dated January 2, 2018, to permit annual adjustments to Consultant's compensation based on Consumer Price Index ("CPI") data for the Los Angeles-Riverside-Orange County area, and increased Consultant's compensation by 2.6 percent (2.6%) based on the CPI increase from March 2016 to March 2017; and

WHEREAS, City and Consultant increased Consultant's compensation by 2.5 percent (2.5%) based on the CPI increase for February 2018 to February 2019 through the Third Amendment to the Agreement, dated May 1, 2019; and

WHEREAS, the CPI increase for February 2021 to February 2022 for the Los Angeles-Long Beach-Anaheim area was 7.4 percent (7.4%); and

WHEREAS, Consultant has requested an increase in compensation of 3.1 percent (3.1%); and

WHEREAS, City and Consultant desire to increase Consultant's maximum annual compensation by 3.1%, totaling Twenty-Two Thousand Eight Hundred Seven Dollars and Seventy-Eight Cents (\$22,807.78), to Seven Hundred Fifty-Eight Thousand Five Hundred Forty-Two Dollars and Seventy-Eight Cents (\$758,542.78).

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

1. Consultant's maximum annual compensation shall be increased by Twenty-Two Thousand Eight Hundred Seven Dollars and Seventy-Eight Cents (\$22,807.78), to Seven Hundred Fifty-Eight Thousand Five Hundred Forty-Two Dollars and Seventy-Eight Cents (\$758,542.78).
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. 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.

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

Don Amador H
City Manager

Date: 6/15/2022

CONSULTANT

R. Anderson
Rick Anderson
Director of Business Development

Date: 5-24-22

ATTEST:

Brenda Green 6/17/2022
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: 6/15/22

APPROVED AS TO INSURANCE:

Paul
Risk Management

Date: 6/17/22

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 6/9/22


DEPARTMENTAL APPROVAL:



Public Services Director

Date: 6-9-22

APPROVED AS TO PURCHASING:



Finance Director

Date: June 2, 2022