

## FIRST AMENDMENT TO STREET SWEEPING AGREEMENT

This First Amendment to Street Sweeping Agreement (“Amendment”), between the City of La Habra (“City”) and Nationwide Environmental Services, a division of Joe’s Sweeping, Inc., a California corporation, (“Contractor”) takes effect on April 5, 2010.

### BACKGROUND

On March 26, 2007, the City entered into an agreement (“Agreement”) with Contractor for street sweeping services. The parties wish to extend the term of the contract and change the amount of compensation. The parties, therefore, agree as follows:

### AGREEMENT

1. Section 1.3 of the Agreement is deleted in its entirety and replaced with the following:

1.3 Term.

The term of this Agreement shall begin on January 1, 2010 and continue until June 30, 2017. This Agreement may be renewed for three (3) additional years, upon mutual agreement by both **CITY** and **CONTRACTOR**; or, until such time as it is earlier terminated pursuant to the provisions in ARTICLE V of this Agreement.

2. Section A of Exhibit B, which is referenced in Section 3.1 of the Agreement, is deleted in its entirety and replaced with the following:

A. Annual Contract. **CONTRACTOR** agrees to provide all services specified in this Agreement and its Exhibits for the costs below. Annual costs include all costs associated with providing the services herein, including, but not limited to, staffing, equipment, supplies, capital outlay, facilities, insurance and overhead. The annual cost includes 22,920 gallons of fuel per year. Additional fuel charges will be based on section “B” of this Exhibit outlined below. The annual charges to the **CITY** are as follows, and there shall be no adjustments to these charges any time during the term of this Agreement.

| Period / Year               | Contract Cost      | % Increase    |
|-----------------------------|--------------------|---------------|
| Jan. 1, 2010 - June30, 2010 | \$134,850          |               |
| FY 2010-2011                | \$276,255          |               |
| FY 2011-2012                | \$283,006          | 2.44%         |
| FY 2012-2013                | \$289,960          | 2.46%         |
| FY 2013-2014                | \$297,122          | 2.47%         |
| FY 2014-2015                | \$304,500          | 2.48%         |
| FY 2015-2016                | \$312,112          | 2.50%         |
| <b>FY 2016-2017 expires</b> | <b>\$319,915</b>   | <b>2.50%</b>  |
| <b>Total:</b>               | <b>\$2,217,720</b> | <b>14.85%</b> |

3. The remaining provisions of the Agreement will remain in effect.

CITY OF LA HABRA

APPROVED AS TO FORM:

By: Don Hannah  
Don Hannah, CITY MANAGER

By: Richard D. Jones  
Richard D. Jones, CITY ATTORNEY

ATTEST:

By: Tamara D. Mason  
Tamara D. Mason, CITY CLERK

COUNTER SIGNED:  
NATIONWIDE ENVIRONMENTAL SERVICES,  
(Division of Joe's Sweeping, Inc.)

By: Ani Samuelian  
NAME: Ani Samuelian

March 23, 2010  
DATE

Vice President  
TITLE: