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

This Amendment is made and entered into this 30th day of April, 2017 ("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 May 1, 2015 for Consultant to provide audit services for waste hauler franchise fees (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement, as amended by Amendment Number One, provides for a term of twelve (12) months, with the option to extend the Agreement for two (2) additional one (1) year periods; and

WHEREAS, City and Consultant previously extended the term of the Agreement through April 30, 2017; and

WHEREAS, City and Consultant now desire to extend the term of the Agreement for one (1) additional year, through April 30, 2018.

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 April 30, 2018.

2. For the period commencing May 1, 2017 and ending April 30, 2018, Consultant's compensation shall not exceed Eight Thousand Five Hundred Dollars ($8,500.00).

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, as amended, shall remain in full force and effect.

[Signatures appear on following page.]

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[Signatures appear on following page.]

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

City Manager

Date: 5/19/17

CONSULTANT

Signature

Date: 5-12-2017

Michael Balliet, President

Name and Title

ATTEST:

Brenda Green

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: 05/18/17

APPROVED AS TO INSURANCE:

Risk Management

Date: 5/12/17

APPROVED AS TO CONTENT:

Project Manager

Date: 5/12/17

DEPARTMENTAL APPROVAL

Stephen Dumont
Interim Finance Director

Date: 5.17.17

APPROVED AS TO PURCHASING:

Stephen Dumont
Interim Finance Director

Date: 5.17.17

Michael Balliet Consulting

April 5, 2017

Colleen O'Donoghue
Finance Department
City of Costa Mesa
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200

Colleen:

Thank you for the opportunity to submit this proposal for continuing hauler auditing services As suggested in previous proposals, I believe I can best assist the City of Costa Mesa Finance Department on waste hauler franchise issues through the performance of a once-a-year audit. Starting between March 1 and May 15 (at the City's direction) I would begin my annual audit of hauler franchise fee payments during the previous calendar year. The tasks I would perform include the following:

- ✓ Review all quarterly franchise fee statements for the just concluded calendar year
- ✓ Perform a "reasonableness test" on all hauler franchise fee submissions
- ✓ Perform an on-site records review with any franchised hauler that fails this reasonableness test
- ✓ Prepare finding notices and/or approval letters for each annual franchise fee review
- ✓ Assist the City in recovering funds due

All audits will be completed by June 10th so as to allow 20 days to resolve any outstanding hauler fees due prior to the end of the City's fiscal year. In appreciation for the City's continued use of my services I will provide these audit services at the discounted rates shown below:

Calendar Year 2016	$8,500.00	Project timeframe 30 days
Calendar Year 2017	$8,500.00	Project timeframe 60 days
Calendar Year 2018	$8,500.00	Project timeframe 60 days

The accelerated timeframe for the calendar year 2016 audit is to accommodate a late start date for this review AND inclusion of this review under this new proposal. If that audit can be completed under the previous agreement, pricing offered herein would extend to the calendar year 2019 audit.

Thank you again for this opportunity.

Sincerely,

Michael Balliet

Michael Balliet Consulting
(949) 378-2205 (Phone)
30181 Outpost Road
mballiet61@gmail.com
San Juan Capistrano, CA 92675

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Prof. Ins. Assoc. Ability Insurance Agency
2082 Bristol Street, #210
Newport Beach CA 92660
Phone (714) 968-9600 Fax (714) 968-8001

CONTACT NAME:
PHONE (A/C, No, Ext): (714)968-9600 FAX (A/C, No): (714)968-8001
E-MAIL ADDRESS: mike@abilityins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	
INSURER B: Hartford Casualty Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F: Lloyds of London	

INSURED
Michael Balliet Consulting, LLC
26351 Tarrasa Lane
Mission Viejo, CA 92691- (949) 837-3618

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ ☑ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	Y	Y	57SBABF8296	10/26/2016	10/26/2017	EACH OCCURRENCE	$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000.00
							MED EXP (Any one person)	$ 10,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS	Y	Y	57SBABF8296	10/26/2016	10/26/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000.00
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
F	Professional Liability	N	N	MPL1068477.16	07/19/2016	07/19/2017		$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City, its officers, employees, agents and volunteers are named as additional insured.

CERTIFICATE HOLDER

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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