

**AMENDMENT NUMBER FOUR TO
PROFESSIONAL SERVICES AGREEMENT
WITH
JOE MAR POLYGRAPH, SUCCESSOR-IN-INTEREST TO JOE MAR POLYGRAPH &
INVESTIGATION SERVICES, INC.**

This Amendment Number Four ("Amendment") is dated February 28, 2024, ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and JOE MAR POLYGRAPH a California Corporation ("Consultant") successor-in-interest to Joe Mar Polygraph & Investigation Services, Inc.

WHEREAS, City and Consultant entered into an agreement on March 1, 2020 for Consultant to provide polygraph examination services (the "Agreement"); and

WHEREAS, Section 6.8 of the Agreement requires Consultant to acquire City consent prior to assigning its interest in this Agreement; and

WHEREAS, as of the Effective Date, Joe Mar Polygraph and Investigation Service, Inc. has notified City of its intent to close and assign its interest in this Agreement to Joe Mar Polygraph, a California Corporation, a new entity operated by Chief Executive Officer, Gary Wilson; and the City is amendable to such change; and

WHEREAS, Section 4.1 of the Agreement provides for a term of one (1) year, with the option to extend the Agreement for four (4) additional one (1) year periods; and

WHEREAS, the City and Consultant extended the term for one (1) year, through February 28, 2022, through Amendment Number One to the Agreement; and

WHEREAS, City and Consultant extended the term of the Agreement for one (1) year, through February 28, 2023, through Amendment Number Two to the Agreement; and

WHEREAS, City and Consultant extended the term of the Agreement for one (1) year, through February 28, 2024, through Amendment Number Three to the Agreement; and

WHEREAS, City and Consultant desire to extend the term for one (1) year, through February 28, 2025; and

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

1. This Amendment shall be effective retroactive to the Effective Date.
2. The City herein consents to the assignment and Consultant assumes all rights and obligations of this Agreement. All references to Consultant shall hereinafter refer to Joe Mar Polygraph, a California Corporation.

3. The term of the Agreement shall be extended through February 28, 2025.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
5. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
6. 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 above written.

CONSULTANT


Signature

Date: 08/21/2024

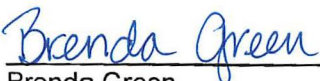
Gary Wilson, Chief Executive Officer
Name and Title

CITY OF COSTA MESA


Lori Ann Farrell Harrison
City Manager

Date: 9/20/24

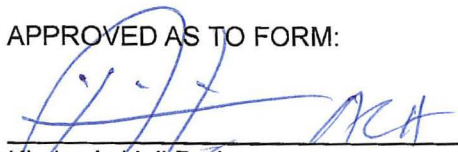
ATTEST:


Brenda Green
City Clerk



Date: 9/24/2024

APPROVED AS TO FORM:


Kimberly Hall Barlow
City Attorney

Date: 9/19/24


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 9/6/24


APPROVED AS TO CONTENT:



Robert Matsuura
Project Manager

Date: 9/6/24


DEPARTMENTAL APPROVAL:



Kasama Lee
Human Resources Manager

Date: 9/6/24

PURCHASING APPROVAL:



Carol Molina
Finance Director

Date: September 3, 2024