

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

This Amendment Number Five (“Amendment”) is dated November 1, 2024, (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and JOE MAR POLYGRAPH & INVESTIGATION SERVICES, 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, City and Consultant entered into Amendment One on February 28, 2021, to extend the Agreement through February 28, 2022; and

WHEREAS, City and Consultant entered into Amendment Two on February 28, 2022, to extend the Agreement through February 28, 2023; and

WHEREAS, City and Consultant entered into Amendment Three on March 1, 2023, to extend the Agreement through February 28, 2024; and

WHEREAS, City and Consultant entered into Amendment Four on February 28, 2024, to extend the Agreement through February 28, 2025; and

WHEREAS, Section 2.1 of the Agreement provides that Consultant’s total compensation shall not exceed Twenty-Three Thousand Dollars (\$23,000.00) annually; and

WHEREAS, City and Consultant desire to retroactively increase the compensation to an annual not-to-exceed amount of Thirty Thousand Dollars (\$30,000.00) due to outstanding invoices from the prior period; and

WHEREAS, City and Consultant intend and desire that this Amendment Number Five be retroactive to the Effective Date.

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

1. The foregoing recitals in this Amendment are hereby declared to be true and correct and are incorporated as if fully set forth herein.
2. This Amendment shall be retroactive to the Effective Date.
3. The Agreement is amended to provide that Consultant’s annual compensation shall not exceed Thirty Thousand Dollars (\$30,000.00).

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

Joe Delia
Signature

Date: 5/27/25

Joe Delia, President

CITY OF COSTA MESA

Cecilia Gallardo-Daly
Cecilia Gallardo-Daly
Acting City Manager

Date: 6/11/25

ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 6/16/2025

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 6/19/25

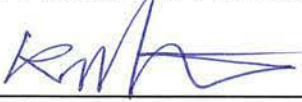
APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 6/5/25

APPROVED AS TO CONTENT:



Robert Matsuura
Project Manager

Date: 6/5/25


DEPARTMENTAL APPROVAL:



Kasama Lee
Human Resources Manager

Date: 6/5/25

PURCHASING APPROVAL:



Carol Molina
Finance Director

Date: June 5, 2025