

**SEVENTH AMENDMENT TO CONTRACT SERVICES AGREEMENT  
TO PROVIDE STREET SWEEPING SERVICES  
FOR THE CITY OF CARSON, CALIFORNIA**

This **SEVENTH AMENDMENT TO CONTRACT SERVICES AGREEMENT TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF CARSON, CALIFORNIA** (“Seventh Amendment”) by and between the City of Carson, a California municipal corporation (“City”) and Nationwide Environmental Services, a division of Joe’s Sweeping, Inc., a California corporation (“Contractor”), is effective as of July 1, 2024.

**RECITALS**

A. City and Contractor entered into that certain “Contract Services Agreement” (“Agreement”) dated July 1, 2008, for street sweeping services within the City, which provided for an annual contract sum of \$731,420; and

B. City and Contractor entered into that certain “First Amendment to Contract Services Agreement” (“First Amendment”) dated February 1, 2011, for street sweeping services within the City, which made amendments to the provisions of the Agreement relating to Scope of Services, CPI adjustments, Extraordinary Adjustments, Term, and Termination; and

C. City and Contractor entered into that certain “Second Amendment to Contract Services Agreement” (“Second Amendment”) dated April 1, 2014, for street sweeping services within the City, which made amendments to the provisions of the Agreement, as amended by the First Amendment, relating to Scope of Services, Term, and Termination, and which amended the Contract Sum provisions of the Agreement to authorize an additional annual sum of \$58,000 for sidewalk sweeping services; and

D. Section 2.3 (Future Adjustments) of the Agreement, as amended by the First Amendment, provides, “[e]ffective July 1, 2009, and on each July 1 thereafter, the compensation paid to the contractor may be adjusted annually to rates that are based upon changes in the Consumer Price Index (“CPI”, All Urban Consumers for Los Angeles-Anaheim-Riverside Area, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in 2009, information in support of an annual adjustment. The information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or designee shall review the information submitted by Contractor and will refer the proposed adjustment to City Council for approval, in its reasonable judgment.”

E. Between the effective date of the Agreement and the end of 2018, five CPI increases requested by Contractor were approved for budgeting purposes by the City Council, and thereafter paid by the City, in the total amount of \$72,958.44, as follows: (1) CPI increase of 2.2%, effective July 1, 2013; (2) CPI increase of 1.3%, effective July 1, 2015; (3) CPI increase of .91% effective July 1, 2016; (4) CPI increase of 1.89%, effective July 1, 2017; and (5) CPI increase of 2.79%, effective July 1, 2018. City and Contractor ratified the Prior CPI Increases by entering into that certain “Third Amendment to Contract Services Agreement” (“Third Amendment”) effective July 1, 2019. The Third Amendment also authorized a CPI Increase of 3.8% pursuant to request submitted by Consultant on April 2, 2019, thereby increasing the contract sum by \$32,770.32 (in addition to the \$72,958.44 reflecting the previous CPI Increases) to \$895,148.76.

F. On April 1, 2020, Contractor submitted a request to the City for a 2.96% cost of living increase pursuant to Section 2.3 of the Agreement, and the City approved of same, resulting in the parties entering into that certain “Fourth Amendment to Contract Services Agreement” (“Fourth Amendment”) effective July 1, 2020, thereby increasing the annual Contract Sum by \$26,496.64, for a total contract sum of \$921,645.48.

G. Also by the Fourth Amendment, pursuant to Section 2.3 of the Agreement, the Parties increased the hourly rates specified in Section C.1(2) of Exhibit “C” of the Agreement, for additional street sweeping services requested by the Contract Officer and not otherwise specified in the Agreement, to reflect the cumulative effects of CPI, as such effects had been identified and determined, with respect to the annual contract sum, by the aforementioned CPI increases.

H. On July 1, 2021, the parties entered into that certain “Fifth Amendment to Contract Services Agreement” (“Fifth Amendment”) increasing the annual Contract Sum to \$993,505.16. This increase was the result of Consultant’s submittal of a request for a monthly Disposal Rate Adjustment (“DRA”) increase of \$4,836.25 to be effective July 1, 2021 and an annual cost of living increase per the CPI, in the amount of \$1,152.06 per month, equaling 1.5% of the contract sum, which when combined increased the total amount of the contract sum by \$5,988.31 per month. The DRA and CPI increases were made pursuant to Sections 2.4 and 2.3, respectively, of the Agreement.

I. On July 1, 2022, the parties entered into that certain “Sixth Amendment to Contract Services Agreement” (“Sixth Amendment”) to incorporate a 6.6% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of \$65,571.34), effective July 1, 2022, resulting in an increase of \$65,571.34 to the contract sum per annum thereby increasing the annual contract sum from \$993,505.17 to \$1,059,076.50. The Sixth Amendment also authorizes the City Manager to approve CPI increases (if any) granted pursuant to Section 2.3 of the Agreement two out of every three years, with City Council approval being required only every third year (starting with the City Council approval granted pursuant to the Sixth Amendment effective July 1, 2022), rather than requiring City Council approval for the CPI increase (if any) granted each year as was the case prior to the Sixth Amendment, in order to conserve City resources associated with presenting such regular CPI increases to the City Council for its consideration each year.

J. On April 4, 2023, Contractor submitted a request to the City for a 7.45% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of \$78,901.20), effective July 1, 2023.

K. The City Manager reviewed the request and supporting documentation submitted by the Contractor, and determined that the requested 7.45% CPI increase is accurate and appropriate pursuant to Section 2.3 of the Agreement, and based thereon, on September 21, 2023, approved the same, resulting in an increase of \$78,901.20 to the contract sum per annum thereby increasing the annual contract sum from \$1,059,076.50 to \$1,137,977.70.

L. On April 3, 2024, Contractor submitted a request to the City for a 3.48% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of \$39,601.62), effective July 1, 2024.

M. The City has reviewed the request and supporting documentation submitted by the Contractor, and has determined that the requested 3.48% CPI increase is accurate and appropriate pursuant to Section 2.3 of the Agreement, and the City sees fit to approve of same, resulting in an increase of \$39,601.62 to the contract sum per annum thereby increasing the annual contract sum from \$1,137,977.70 to \$1,177,579.32.

N. The parties also seek to amend the term of the Agreement so that it shall expire June 30, 2025, with City options to extend the term by two (2) additional one-year terms.

O. The City and Consultant now wish to further amend the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment (collectively, "Prior Amendments"), to incorporate the 3.48% CPI increase and adjustment to the Agreement term, effective retroactive to July 1, 2024.

## TERMS

**1. Recitals.** The Recitals set forth above are hereby incorporated into this Amendment No. 6 by this reference, as though fully set forth herein.

**2. Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~).

**A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:**

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Million *One Hundred Seventy Seven* ~~Fifty Nine~~ Thousand *Five Hundred Seventy Nine* ~~Six~~ Dollars and *Thirty Two* ~~Fifty~~ Cents (*\$1,177,579.32*~~\$1,059,076.50~~) ("Contract Sum") per annum, except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings."

**B. Section 3.4 (Term & Extended Term(s)) of the Agreement is hereby amended to read in its entirety as follows:**

"3.4 Term & Extended Term(s). The term of this Agreement, as amended, shall continue in full force and effect *until expiration on June 30, 2025*~~for ten (10) years~~

commencing on April 1, 2014, and expiring on March 31, 2024; provided, however, commencing on April 1, 2015, and on each anniversary date of every year thereafter, an automatic one-year extension shall be applied to the Agreement, as amended, so that the term of the Agreement shall remain at ten (10) years as of each anniversary date. *The City may, at its sole discretion, elect to extend the term by two (2) additional one-year terms.* The anniversary date of this Agreement is April 1 of each year.”

**C. Section C.1 of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:**

“C.1. For the services required herein, the Contractor shall be paid the following as the Contract Sum:

1. The annual sum of ~~One Million Nine Hundred Ninety Five Eighty Five Thousand Six Four Hundred Seventy Seven Seventeen~~ Dollars and ~~Ninety Four Six~~ Cents (~~\$1,095,677.94~~~~\$985,417.06~~) in twelve (12) monthly installments at the time specified in this Agreement. The Contract Sum shall be adjusted annually, in accordance with section 2.0 Compensation of this Agreement.”

2. Any additional street sweeping services requested by the Contract Officer and not otherwise specified in the Agreement shall be performed by the Contractor at one of the following rates ~~\$133.63~~ ~~\$120.19~~ per hour per sweeper, ~~\$43.03~~ ~~\$38.70~~ per curb mile. The City shall maintain sole discretion in selecting which rate shall apply when additional services are employed. These hourly or curb mile rates shall be adjusted on the anniversary of the Commencement Date in the manner set forth in this Agreement. The hourly rate shall apply whenever special services are requested by the Contract officer. The mileage rate shall apply to any new streets added or deleted from the sweeping schedule.

3. The additional annual sum of ~~Eighty One Seventy Three~~ Thousand ~~Nine Six~~ Hundred ~~One Fifty Nine~~ Dollars and ~~Forty Five~~ Cents (~~\$81,901.40~~~~\$73,659.45~~) for sidewalk sweeping services payable in twelve (12) monthly installments at the time specified in the Agreement. Such sum shall be adjusted annually, in accordance with Section 2.0 Compensation of this Agreement.”

**3. Continuing Effect of Agreement.** Except as expressly amended by this Seventh Amendment in Section 1 above and the Prior Amendments, all other terms, conditions and provisions of the Agreement shall remain unchanged and are in full force and effect. From and after the date of this Seventh Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Seventh Amendment and Prior Amendments.

**4. Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Prior Amendments. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and the Prior Amendments. Each party represents and warrants to the other that the

Agreement, as amended by the Prior Amendments, is currently effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Seventh Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Seventh Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**5. Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Seventh Amendment.

**6. Authority.** The persons executing this Seventh Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Seventh Amendment on behalf of said party, (iii) by so executing this Seventh Amendment, such party is formally bound to the provisions of this Seventh Amendment, and (iv) the entering into this Seventh Amendment does not violate any provision of any other agreement to which said party is bound.

**7. Counterparts.** This Seventh Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Seventh Amendment.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Seventh Amendment on the date(s) and year written below.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Homes, Mayor

\_\_\_\_\_, 2024

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

**CONTRACTOR:**

NATIONWIDE ENVIRONMENTAL SERVICES,  
a division of Joe’s Sweeping, Inc., a California  
Corporation

By: \_\_\_\_\_

Name:

Title: President

By: \_\_\_\_\_

Name:

Title: Secretary

\_\_\_\_\_, 2024

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR’S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
<b>SIGNER IS REPRESENTING:</b>	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	NUMBER OF PAGES
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	_____
_____	_____
<b>SIGNER IS REPRESENTING:</b>	
(NAME OF PERSON(S) OR ENTITY(IES))	
_____	
_____	
	SIGNER(S) OTHER THAN NAMED ABOVE