

**FIFTH AMENDMENT TO THE STREET SWEEPING CONTRACT BETWEEN THE
CITY OF WEST COVINA AND NATIONWIDE ENVIRONMENTAL SERVICES**

This is a Contract Amendment to the Citywide Street Sweeping Contract dated June 18, 2002 by and between NATIONWIDE ENVIRONMENTAL SERVICES a division of Joe's Sweeping, Inc. (hereinafter "Contractor") and the CITY OF WEST COVINA (hereinafter "City").

Recitals

WHEREAS, on or about June 18, 2002, the City of West Covina (the "City") entered into a Contract Agreement ("Contract Service Agreement") with Nationwide Environmental Services a division of Joe's Sweeping, Inc. ("Nationwide") for citywide street sweeping; and

WHEREAS, on or about June 7, 2006, the Contract Service Agreement was amended ("First Amendment") to reflect the addition of a tipping fee adjustment, restrictive diesel cost increases, diesel adjustments, retroactive tipping fees, and a modification to sweep three (3) organized events per year, at no additional cost to the City; and

WHEREAS, on or about May 1, 2007, the Contract Service Agreement was amended ("Second Amendment") to extend the term of the Contract Service Agreement, reflect the addition of a Consumer Price Index adjustment and to reflect the terms of a street sweeping monitoring system; and

WHEREAS, on or about March 4, 2008, the Contract Service Agreement was amended ("Third Amendment") to extend the term of the contract, modify the scope of services to require certain vehicles to be used for street sweeping, require compliance with the South Coast Air Quality Management District Rules, and modify the compensation to Nationwide; and

WHEREAS, on or about May 9, 2009, the Contract Service Agreement was amended ("Fourth Amendment") to change the sweeping frequency from twice monthly to weekly sweeping and increase the monthly sum in exchange for changing the frequency of street sweeping services to weekly sweeping; and

WHEREAS, Contractor requested an additional eight year extension of the Contract Service Agreement to November 1, 2027 in return for foregoing CPI increases until July 2015; increasing frequency of sweeping of all center medians from twice a month to once a week; and to increase sweeping of all major intersections to once a week from as-needed;

WHEREAS, on October 16, 2012 Nationwide's proposal was presented to the City Council for consideration and was subsequently approved by the City Council; and

NOW, THEREFORE, the City and Nationwide desire to amend the Agreement as set forth herein.

SECTION 1. TERM OF THE AGREEMENT

Section 3.4 of the Contract Service Agreement is hereby amended to read as follows:

The term of the Contract Service Agreement shall be for fifteen (15) years, commencing on November 1, 2012 and expiring on November 1, 2027; provided, however, that commencing on the first anniversary date of November 1, 2013 and on each anniversary date thereafter, a one-year extension shall be applied to said Agreement so that the term of the Agreement shall remain fifteen (15) years.

- A. Notwithstanding the foregoing, should either party desire that said one-year renewal and extension provision, set forth in this Section 3.4, be terminated, such party may give the other written notice of intent to terminate at least ninety (90) days prior to any anniversary date of any year during which this Agreement is in full force and effect and written notice of termination at least sixty (60) days prior to any such anniversary date. Such notice shall terminate the one-year renewal and extension provision, and the Agreement shall remain in full force and effect for a fifteen (15) year term. This section supersedes and replaces Section 7.8 of the Contract Service Agreement except for the provisions in Section 7.8(a). All determinations under 7.8(a) are to be made by the City Council.

- B. During the thirty (30) day period following notice of intent to terminate, the parties shall meet and confer at the request of either party. If the notice of termination is given, the one-year renewal and extension provision shall be terminated on the applicable anniversary date. Once the one-year renewal and extension provision is terminated, the remaining term of this Agreement shall be fifteen (15) years from the date of termination, and the term of this Agreement shall accordingly wind down from this date. All other aspects of this Agreement shall remain in full force and effect during the wind down period except that the additional services identified in Section 3 below will be cancelled and the services will revert to the prior frequency.

SECTION 2. COST OF LIVING ADJUSTMENT

Section 2.4(b) of the Third Amendment is hereby added to read as follows:

In consideration of the extension described in Section 3.4, Nationwide agrees to forgo the cost of living adjustment for the 2013/2014 and 2014/2015 fiscal years. Effective July 1, 2015, and on each July 1st thereafter during the term of this agreement, the annual compensation will be adjusted in accordance with the increase in the Consumer Price Index as indicated in the Third Amendment. All other aspects of this Section 2.4 of the Third Amendment shall remain in full force and effect.

SECTION 3. SCOPE OF SERVICE

Section 1.1(f) of the Contract Service Agreement is hereby added to read as follows:

In further consideration of the extension described above in Section 3.4, Nationwide agrees to increase the sweeping frequency of the center medians from twice a month to once a week, and sweep all major intersections once a week. In addition, Nationwide agrees to work with the City to develop a map and route wherein sections of each day may be swept either between 7:00 a.m. to 1:00 p.m. or between 12 noon and 4:00 p.m.

SECTION 4. FUEL ADJUSTMENT

Section 1.1 (b) of the Contract Service Agreement is hereby amended to read as follows:

Contractor may purchase compressed natural gas ("CNG") from the City Yard Fuel Station, which is located at 825 S. Sunset, West Covina, California 91793. The Contractor may utilize the CNG purchased from the City Yard Fuel Station for purposes of performance under the Agreement. The established number of gallons (CNG) to be utilized in performance of this Agreement is 3,642.0 gallons per month.

SECTION 5. EFFECTIVE DATE

Unless otherwise specified herein, this Fifth Amendment shall become effective as of the date set forth below or which the last of the parties, whether City or Nationwide, executes this document.

SECTION 6. GENERAL PROVISION

Except as herein amended, all of the terms and conditions of the Contract Service Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall remain unchanged.

[Signature page follows]

IN WITNESS WHEREOF, City and Nationwide have caused this Fifth Amendment to be executed and attested by their respective officers hereunto duly authorized.

CITY OF WEST COVINA

By: Michael Touhey
Michael Touhey, Mayor

Dated: _____

**NATIONWIDE
ENVIRONMENTAL SERVICES
div. of JOES' SWEEPING, Inc.**

By: Ani Samuelian
Ani Samuelian/Vice President

Dated: 11/15/2012

By: Suzy Samuelian
Suzy Samuelian/Secretary

Dated: 11/15/2012

ATTEST:

By: Margaret Garcia, Deputy
Sue Rush/Asst. City Clerk

Dated: 11/29/2012

APPROVED AS TO FORM:

By: Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman
City Attorney