

AMENDMENT #1 OF AGREEMENT MA-080-19011372
BETWEEN THE COUNTY OF ORANGE AND
THE ROSSMOOR COMMUNITY SERVICES DISTRICT
FOR STREET SWEEPING SERVICES

THIS AMENDMENT #1 TO AGREEMENT MA-080-19011372 IS MADE AND ENTERED INTO EFFECTIVE _____, is by and between County of Orange, a political subdivision of the State of California, (referred to herein as “County”), and the Rossmoor Community Services District (“District”) hereinafter sometimes referred to individually known as “party” and collectively known as the “parties.”

RECITALS

WHEREAS, County has unincorporated road segments within the District that fall within the District’s sphere of influence; and

WHEREAS, County and District entered into Agreement MA-080-19011372 (“Agreement”) on May 7, 2019 for Street Sweeping Services in the amount not to exceed \$60,000; and

WHEREAS, Current scope of Street Sweeping Services allows for street sweeping two (2) times per month; and

WHEREAS, District wishes to alleviate parking issues for the residents of the District stemming from street sweeping by altering the street sweeping schedule from two (2) times per month for the entire neighborhood to four (4) times per month (twice for the even addresses side of the streets and twice for the odd addresses side of the streets); and

WHEREAS, the alteration in the street sweeping schedule requires an increase in the amount paid to the District; and

WHEREAS, the parties wish to amend the Agreement to allow the altered street sweeping schedule to alleviate the parking issues for the residents of the District; and

WHEREAS, the parties wish to amend the Agreement to clarify the parties’ responsibilities

NOW, THEREFORE, it is mutually understood and agreed by County and District that the Agreement is amended as follows:

AMENDMENT #1

1. Paragraph 3 of the Agreement is deleted in its entirety and replaced with the following:

“3. COMPENSATION FOR SERVICES

In consideration for the Street Sweeping Services, which District provides to County, County agrees to compensate District in accordance with the rates set forth on Exhibit B.

District shall submit an invoice to County at the end of each fiscal year for the actual costs of Street Sweeping Services which shall not exceed the rates in Exhibit B or as amended per Section 5 of this Agreement.”

2. Paragraph 6 of the Agreement is deleted in its entirety and replaced with the following:

“6. TERMINATION

Either Party may terminate this Agreement by giving at least six (6) months notice to the other party prior to the end of the current fiscal year term in effect at the time of termination.”

3. Exhibit B of the Agreement is deleted in its entirety and replaced with the Exhibit B attached to this Amendment #1.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #1, which may be executed in two or more counterparts each of which shall be deemed an original, to be executed on the date following their respective signatures, which the date of the last signature shall be the effective date listed above.

COUNTY OF ORANGE

By: _____
Andrew Do
Chair of the Board of Supervisors

Date: _____

APPROVED AS TO FORM:

Office of the County Counsel

By: Ray Diaz Ray Diaz
Deputy County Counsel
County of Orange, California

Date: September 9, 2021

ATTEST:

By: _____

Clerk of the Board

Date: _____

**ROSSMOOR COMMUNITY SERVICES
DISTRICT**

By: _____
Joe Mendoza
General Manager

Date: _____

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE MANAGER OF
ROSSMOOR COMMUNITY SERVICES
DISTRICT

By: _____
District Secretary

ATTACHMENT: EXHIBIT B - PRICING

STREET SWEEPING SERVICES

ROSSMOOR COMMUNITY SERVICES DISTRICT

TOTAL CURB MILES	NUMBER OF SWEEPS PER YEAR (ESTIMATED)	TOTAL ANNUAL COST (NOT TO EXCEED)
67	48	\$80,000.00

FOR THIS QUOTE TO BE VALID, THIS PAGE MUST BE SIGNED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

Company Name

Authorized Signature/Title

Authorized Signature/Title

If a corporation, the documents must be signed by two corporate officers. The first signature must be either the Chair of the Board, President, or any Vice President. The second signature must be a Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.