

**AMENDMENT NUMBER FOUR
PROFESSIONAL SERVICES AGREEMENT WITH
SHAW HR CONSULTING, INC**

This Amendment Number Four (“Amendment”) is made and entered into this 2nd day of May, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and SHAW HR CONSULTING, INC (“Consultant”).

WHEREAS, City and Consultant entered into an agreement on March 1, 2019, for Consultant to provide California Fair Housing and Employment Act and Americans with Disabilities Act compliance consulting services (the “Agreement”); and

WHEREAS, City and Consultant amended the Scope of Services to include general consulting services related to the Covid-19 pandemic and increased Consultants total annual compensation to \$25,000 through Amendment Number One to the Agreement; and

WHEREAS, City and Consultant increased Consultants annual compensation to \$50,000 through Amendment Number Two to the Agreement; and

WHEREAS, City and Consultant exercised the first option to extend the term of the Agreement through February 28, 2023 through Amendment Number Three to the Agreement; and

WHEREAS, The Parties now desire to exercise the second and final option to extend the term for one additional year.

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

1. Section 4.1 of the Agreement is amended to exercise the second and final option to extend the term of the Agreement. This extension shall retroactively apply to extend the term from February 28, 2023 to now expire on February 28, 2024.
2. Section 6.9 of the Agreement is replaced with the following language:
 - (a) Consultant shall indemnify, defend, and hold harmless the City , its elected and appointed officers, employees, agents, and volunteers (“City Indemnitees”) from and against any and all liability, loss, expense (including reasonable attorney’s fees), including claims for personal injury or death arising out of Consultant’s performance of this Agreement, subject to the right of contribution, and in proportion to and to the extent such liability, loss, expense, reasonable attorney’s fees, or claims for personal injury or death are caused by the negligent or intentional acts or omissions of Consultant, its officers, directors, agents, independent contractors or employees.
 - (b) City shall indemnify, defend, and hold harmless, Consultant, its officers, directors, employees agents, and volunteers (Consultant’s Indemnitees) from and against any and all liability, loss, expense (including reasonable atotrney’s fees), or claims for personal injury or death arising out of City’s performance of this Agreement,

subject to the right of contribution, and in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for personal injury or death are caused by the negligent or intentional acts or omissions of City, its elected and appointed officers, agents, independent contractors or employees.

3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
4. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
5. 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 together with Amendment Number One, Amendment Number Two, and Amendment Number Three.

[Signatures appear on following page]

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



Rachel Shaw, President

Date: 05/10/2023

CITY OF COSTA MESA



Carol Molina
Purchasing Officer

Date: 5/18/23

ATTEST:

Brenda Green 5/24/2023
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 5/24/23

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 5/22/23

APPROVED AS TO CONTENT:

Itzia Garvajal
Itzia Garvajal
Project Manager

Date: 05/22/2023

DEPARTMENTAL APPROVAL:

Kasama Lee
Kasama Lee
Human Resource Manager

Date: 5/19/23