

**FIRST AMENDMENT TO AGREEMENT TO PROVIDE SPILL
RESPONSE, HAZARDOUS WASTE DISPOSAL, AND STORM DRAIN FACILITY
MAINTENANCE SERVICES**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on October 5, 2021, by and between United Storm Water, Inc. ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The parties entered into Agreement No. A-2021-097-02, dated June 15, 2021, by which Consultant agreed to provide spill response, hazardous waste disposal, and storm drain facility maintenance services ("Agreement"). The term of the Agreement is for three years (with one two-year option exercisable by the City), and the Agreement remains in effect.
- B. The primary purpose of the Agreement is for spill response, hazardous waste disposal, and storm drain facility maintenance services, though the Consultant represents it is able and willing to provide COVID-19 Sanitization Services to assist the City in controlling the spread of COVID-19 and variants.
- C. The parties now wish to amend the scope of services to provide further COVID-19 Sanitization Services, and to adjust the amount to be expended under the Agreement using funds provided under the American Rescue Plan Act ("ARPA").
- D. ARPA was signed into law in March 2021. ARPA provides funding for a number of different programs, including the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF"), to provide monetary support to local governments to respond to, mitigate, and recover from the COVID-19 public health emergency.
- E. The scope of services provided by Consultant is an allowable use under the SLFRF because it addresses public health risks related to homelessness and exacerbated by the pandemic, and because it improves conditions in areas of the City used primarily by underserved communities and/or in qualified census tracts.

The Parties therefore agree:

- 1. **Section 1, Scope of Services**, is amended to include COVID-19 Sanitization Services, as further described in Exhibit A attached hereto and incorporated herein by reference.
- 2. **Section 2, Compensation**, is amended to increase the not-to-exceed expenditure under the Agreement from \$350,000 to \$600,000 for the one-year term ending on June 30, 2022. As the recipient of ARPA SLFRF funds, Consultant will be required to comply with any and all compliance requirements for the use of SLFRF funds, any and all reporting requirements for expenditures of SLFRF funds, as well as compliance with 2 CFR 200.332 regarding pass-through entities.

3. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney

By: _____

Ryan O. Hodge
Assistant City Attorney

CONSULTANT

Name: EDUARDO PERAY JR
Title: PRESIDENT

RECOMMENDED FOR APPROVAL

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

A. COVID-19 SANITIZATION SERVICES

1. Contractor shall provide COVID-19 Sanitization Services at congregate settings and on high-contact surfaces throughout the public right-of-way including, but not limited to:
 - a. Bus shelters;
 - b. Street furniture;
 - c. Signs;
 - d. Waste receptacles;
 - e. Park facilities;
 - f. Santa Ana Regional Transportation Center (SARTC);
 - g. City Hall;
 - h. Libraries;
 - i. Senior Centers;
 - j. Other surfaces/locations identified by the City.
2. Methods to provide COVID-19 Sanitization Services shall include, but are not limited to:
 - a. Pressure washing surfaces with disinfection solutions;
 - b. Hand-wiping/scrubbing surfaces with disinfection solutions;
 - c. Using a hand-held sprayer with disinfection solutions;
 - d. Other methods suggested by Contractor and approved by the City.
3. Contractor shall manifest, transport, and dispose of all waste and wastewater generated from providing COVID-19 Sanitization Services to the satisfaction of the California Department of Toxic Substance Control (DTSC), the United States Department of Transportation (DOT), the United States Environmental Protection Agency (USEPA), the permitted disposal facilities receiving the waste or wastewater, and any other applicable Federal, State, or local regulations. No waste or wastewater generated from providing COVID-19 Sanitization Services shall be transported to the City's Corporate Yard for disposal.
4. Contractor shall only use disinfection solution(s) proven to be effective at eliminating COVID-19. Disinfection solutions must be approved by the City prior to use.
5. Contractor shall ensure all employees are supplied with and use adequate Personal Protective Equipment (PPE) while providing COVID-19 Sanitization Services.
6. Contractor shall establish a safe perimeter to ensure the public is not impacted while providing COVID-19 Sanitization Services.
7. Contractor shall immediately notify the City if any of its employees conducting COVID-19 Sanitization Services test positive for COVID-19 and shall take all necessary precautions, as recommended by the Orange County Health Care Agency, to mitigate the spread of COVID-19 to City Staff and the public.

EXHIBIT A

8. Contractor shall implement Best Management Practices (BMPs) to ensure no disinfection solutions or wastewater are discharged into the City's stormdrain system and there are no negative environmental impacts associated with COVID-19 Sanitization Services. Contractor shall immediately notify the City in the event any disinfection solutions or wastewater are discharged into the City's stormdrain system.
9. Contractor shall document all COVID-19 Sanitization Services and send the City weekly updates, including photos and dates, of each location sanitized.