

**THIRD AMENDMENT TO AGREEMENT FOR
SOLID WASTE CONSULTING SERVICES**

THIS THIRD AMENDMENT to the above-referenced agreement is entered into on June 21, 2022, by and between HF&H Consultants, LLC ("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-2018-134, dated May 15, 2018, by which Consultant agreed to provide solid waste consulting services ("Agreement"). The term of the Agreement ran through June 30, 2020.
- B. On September 17, 2019, the Parties entered into a First Amendment to the Agreement to increase the scope of services, include additional compensation due to the increased services, and extend the term of the Agreement until June 30, 2022, with an option to extend the Agreement.
- C. On June 15, 2021, the Parties entered into a Second Amendment to the Agreement to increase the scope of services and add additional compensation due to the increased scope of services. The Agreement is current and in effect.
- D. The parties now wish to further amend the Agreement to expand the scope of work, increase the amount to be expended under the Agreement, and extend the term of the Agreement.

The Parties therefore agree:

- 1. **Section 1, Scope of Services**, is further amended to include the additional services that are described on **Exhibit A** to this Third Amendment.
- 2. **Section 2.a, Compensation**, is amended in its entirety to increase the total sum to be expended under the term of the Agreement, as amended, by One Hundred Twenty Thousand Dollars and Zero Cents (**\$120,000**) per the rates and fees attached hereto as **Exhibit A** to this Third Amendment. The sum of this amount is comprised of (1) a base amount of \$100,000 and (2) a 20% contingency amount of \$20,000 for services provided at the sole discretion of the City. The total amount to be expended under the term of this Agreement, including any extension period, shall not exceed **\$681,919**.
- 3. **Section 3, Term**, is amended in its entirety to increase the term through June 30, 2023, with the option for the parties to extend the term for an additional one (1) year period.
- 4. Except as modified by this Third Amendment, all terms and conditions of the Agreement, as amended, shall remain in full force and effect.

[signatures on next page]

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

ATTEST

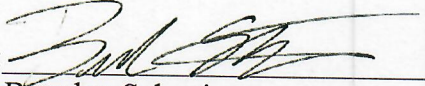
CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

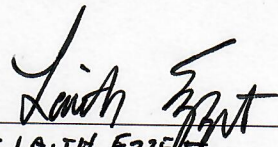
KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO, City Attorney

CONSULTANT

By: 

Brandon Salvatierra
Deputy City Attorney



By: LAITH EZZELL
Title: SENIOR Vice president

RECOMMENDED FOR APPROVAL

Nabil Saba
Executive Director,
Public Works Agency