

**FIRST AMENDMENT TO AGREEMENT WITH SUPERIOR PROPERTY SERVICES,
INC. TO PROVIDE HARDSCAPE PAVEMENT CLEANING AND INFECTIOUS
WASTE REMOVAL SERVICES IN THE CIVIC CENTER**

THIS FIRST AMENDMENT is entered into this 20th day of December 2022, by and between Superior Properties Services, 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. On May 17, 2022, the parties entered into Agreement No. A-2022-076 ("Agreement") to conduct hardscape pavement cleaning and infectious waste removal services in the Civic Center.
- B. The parties wish to amend the Agreement to increase the compensation, expand the services citywide and to indicate that the additional amounts to be expended are using funds provided by the American Rescue Plan Act ("ARPA").

The Parties therefore agree:

I. Recitals are hereby amended to add the following:

- A. ARPA was signed into law in March 2021. ARPA authorizes the United States Department of Treasury to provide 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.
- B. On July 20, 2021, the Santa Ana City Council authorized the City Manager to utilize ARPA SLFRF funding from the United State Department of Treasury for the Revive Santa Ana Spending Plan, which includes five spending categories: recovery from the pandemic, direct assistance programs, public health and safety, critical infrastructure, and city fiscal health.
- C. The primary purpose of the Agreement is to provide consulting services related to public health and lessening the spread of COVID-19.
- D. The Grant Program is specifically listed as an enumerated eligible use of SLFRF payments under expenditure category 1.4 of the Department of the Treasury Final Rule for the Act, Public Health: Prevention in Congregate Settings.

- II. **Section 2, Compensation**, shall be amended to increase the compensation by utilizing \$700,000 from ARPA/REVIVE Santa Ana funds. The total sum to be expended under this Agreement, including any extension periods, shall not exceed \$1,966,568.

3. **Section 21, Grant Program Requirements**, shall be added to the Agreement as follows:

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the "Act");

b. U.S. Department of the Treasury ("Treasury") Final Rule for the Act, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>;

c. Treasury Compliance and Reporting Guidance for the Act, available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>;

d. 2 C.F.R. Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;

e. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; and

f. Federal contract provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

Except as herein modified, all terms and conditions of the Agreement, shall remain in full force and effect.

[Signatures on the following page]

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

Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

SUPERIOR PROPERTY SERVICES, INC.

By: Jose Montoya
Jose Montoya
Assistant City Attorney

Ronald L. Bruneck
By: Ronald L. Bruneck, President
Title:

RECOMMENDED FOR APPROVAL

Nabil Saba
Executive Director
Public Works Agency