



Amendment No. 2

CITY of YORBA LINDA

AMENDMENT NO. 2 TO HF&H PROFESSIONAL SERVICES AGREEMENT FOR SB 1383 IMPLEMENTATION ASSISTANCE AND CONTRACT MONITORING

This is **Amendment No. 2** (“Amendment No. 2”) to that certain Agreement for Contract Services (“Agreement”) made on August 2, 2022, by and between the City of Yorba Linda (“City”) and HF&H Consultants, LLC (“Consultant”), which this **Amendment No. 2** is made and entered into on November 5, 2024, to allow for additional compensation for consultant’s provision of additional project services related to solid waste and recycling contract management.

1. Capitalized terms used but not defined in this Amendment No. 2 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1 “Scope of Services” is amended to provide updated task descriptions of consultant’s ongoing services for the extended term, and is revised to read as follows:

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to SB 1383 implementation assistance and contract monitoring, as specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference (the “services” or “work”). Exhibit A, “Scope of Services” is supplemented to include the supplement attached as Exhibit A-4 “Triennial Compliance Review Project” hereto. The supplement to the “Scope of Services” is not intended to replace the original Exhibit A to the Agreement, but instead to update the scope of work listed in the original Exhibit A to the Agreement. Consultant warrants that all services will be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services

3. Section 2.1 “Contract Sum” is amended to read as follows, increasing the compensation of the Agreement to provide **Forty-Nine Thousand Six Hundred Twelve Dollars (\$49,612)** for additional services, increasing the total not-to-exceed Agreement amount to **Two Hundred Five Thousand One Hundred Twelve Dollars (\$205,112.00)**, as delineated in Exhibit A-5, attached hereto:

Two.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit “A” (the “Scope of Services”) in a total amount not to exceed two hundred five thousand one hundred twelve dollars (\$205,112.00) (the “Contract Sum”), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the

percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 2 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**CITY:
CITY OF YORBA LINDA**

**CONSULTANT:
HF&H CONSULTANTS, LLC**

By:

MARK A. PULONE
CITY MANAGER

By:

Name: Laith Ezzet
Title: Senior Vice President

ATTEST:

Marcia Brown
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER LLC

Todd Litfin
City Attorney

EXHIBIT "A-5"
Contract Compensation Table

Compensation for Original Agreement, and Amendments are listed in the table below for reference and tabulation purposes only.

<u>Amendment No.</u>	<u>TERM</u>	<u>AMOUNT</u>
(A) <u>Original Agreement</u>	<u>August 2, 2022 – August 1, 2024</u> <u>(2-Years)</u>	<u>\$80,500</u>
(A) <u>Amendment NO. 1</u>	<u>July 16, 2024 – June 30, 2026</u> <u>(2-years with optional 1-year extension)</u>	<u>\$75,000</u>
(A) <u>Amendment NO. 2</u>	<u>Term: Same as Amendment No. 1</u> <u>(Adds \$49,612.00 to Contract Sum)</u>	<u>\$49,612.00</u>

Not-to-Exceed Agreement Total
Compensation= **\$205,112.00**