

24-1347

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated January 28, 2025 and is between Stearns, Conrad, and Schmidt, Consulting Engineers, Inc. dba SCS Engineers, a Virginia Corporation doing business in the State of California, whose address is 438 South Marengo Avenue, Pasadena, CA 91101 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. Each local jurisdiction is obligated to divert, at minimum, fifty percent (50%) of waste generated within its boundaries as mandated by the State of California ("State") through enactment of the Integrated Waste Management Act of 1989, codified as Public Resources Code Section 40000, *et seq.* ("AB 939").

B. In 1996, The Fresno County Board of Supervisors ("Board") adopted County's Integrated Waste Management Plan, which consists of a Source Reduction Recycling Element (SRRE), a Household Hazardous Waste Element, a Non-Disposal Facility Element (NDFE), a County Siting Element (SE) and a County Integrated Summary Plan (SP), (collectively "Solid Waste Planning Documents") which established a framework intended to enable County to achieve compliance with AB 939 requirements.

C. In 2016, the State enacted Senate Bill 1383 (Chapter 395, Statutes of 2016; "SB 1383"), which established short-lived climate pollutant ("SLCP") reduction mandates including requirements for organic waste collection and diversion, as well as edible food recovery ("EFR").

D. SB 1383 has necessitated the review and continuing revision and expansion of local jurisdictions' Solid Waste Planning Documents, public education and outreach programs, solid waste hauler agreements, and solid waste and non-disposal infrastructure to continue achieving compliance with waste diversion mandates.

E. County is now seeking the services of a qualified firm well-versed in solid waste planning and regulations to assist with revising County's Solid Waste Planning Documents and strategy for implementing State regulations to achieve and maintain compliance.

F. County published Request for Proposal 25-017 ("RFP"), dated September 25, 2024, with

1 a closing date of October 23, 2024 which solicited bids for the provision of independent and
2 professional consulting services oriented toward solid waste planning and solid waste regulatory
3 compliance.

4 G. Two qualified bids were provided to the County evaluators. Contractor's proposal to
5 County, dated October 23, 2024, was evaluated as the best option based on the criteria in the
6 RFP.

7 H. Contractor's Proposal represents to County that:

- 8 1. Contractor is highly qualified to provide efficient and responsive independent,
9 professional consulting services to County for the comprehensive revision of
10 County's solid waste management strategic plan.
- 11 2. Contractor is familiar with and has a comprehensive understanding of the solid waste
12 industry, including regulatory compliance with AB 939, AB 341, AB 1826, SB 1383,
13 SB 54, and other State solid waste legislative mandates.
- 14 3. Contractor has extensive experience in serving public sector clients.
- 15 4. Contractor proposes a skillful team which has worked on similar engagements for
16 other public sector agencies.

17 I. County and Contractor desire to enter into an agreement for the provision of consulting
18 services as described in the RFP.

19 The parties therefore agree as follows:

20 **Article 1**

21 **Contractor's Services**

22 1.1 **Scope of Services.** The Contractor shall perform all services provided in Exhibit A to
23 this Agreement, titled "Scope of Services."

24 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
25 able to perform all services provided in this Agreement.

26 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
27 applicable federal, State, and local laws and regulations in the performance of its obligations
28 under this Agreement, including but not limited to workers compensation, labor, and

1 confidentiality laws and regulations.

2 **Article 2**

3 **County's Responsibilities**

4 2.1 The County Representative and his/her designee(s) shall serve as the administrators
5 of this Agreement. The responsibilities of the County Representative hereunder shall include
6 scheduling and coordinating meetings with the various stakeholders to obtain their cooperation
7 to enable the Contractor to fulfill its obligations under this Agreement. The County
8 Representative will provide the Contractor with access to all documents requested by the
9 Contractor to fulfill its obligations under this Agreement, and all available reports and records
10 submitted to the County by solid waste facilities, haulers, and regulators. The Contractor shall
11 provide sufficient, advance information to permit the County Representative to fulfill his/her
12 responsibilities hereunder.

13 2.2 The County Representative shall meet separately with the Contractor, if deemed
14 necessary by County, to discuss the progress of Contractor's performance of its obligations
15 hereunder. At these meetings, the County Representative also shall present and require that the
16 Contractor address and rectify to the County Representative's satisfaction, any perceived
17 deviations that Contractor has made from the Work Schedule as defined in Exhibit A. Any
18 revision to the Work Schedule shall be agreed upon in writing by both the County
19 Representative and the Contractor.

20 2.3 The County designates the following Position as the County Representative for this
21 Agreement on behalf of the County, who shall remain so unless the Contractor is otherwise
22 notified in writing. The following County Representative will notify Contractor of their designee(s)
23 in writing.

24
25 Dan Amann, Resources Division Manager

26 2220 Tulare Street, 9th Floor, Fresno, CA 93721

27 559-600-4259

28 damann@fresnocountyca.gov

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit B to this
5 Agreement, titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement is \$1,529,598 for the entire term of the Agreement including two one-year
8 extensions, commencing as of the effective Agreement date. The Contractor acknowledges that
9 the County is a local government entity and does so with notice that the County's powers are
10 limited by the California Constitution and by State law, and with notice that the Contractor may
11 receive compensation under this Agreement only for services performed according to the terms
12 of this Agreement and while this Agreement is in effect, and subject to the maximum amount
13 payable under this section. The Contractor further acknowledges that County employees have
14 no authority to pay the Contractor except as expressly provided in this Agreement.

15 3.3 **Invoices.** The Contractor shall submit monthly invoices to electronically to
16 Department of Public Works and Planning: Resources Division, via email to
17 PWPBusinessOffice@fresnocountyca.gov and a Senior Staff Analyst at
18 Recycling@fresnocountyca.gov. The Contractor shall submit each invoice within 60 days after
19 the month in which the Contractor performs services and in any case within 60 days after the
20 end of the term or termination of this Agreement.

21 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
22 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
23 address specified in the invoice.

24 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
25 expenses that are not specified as payable by the County under this Agreement.

26 **Article 4**

27 **Term of Agreement**

28 4.1 **Term.** This Agreement is effective on February 25, 2025 and terminates on February

24, 2028, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of the Department of Public Works and Planning or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Resources Division Manager
County of Fresno – Department of Public Works and Planning
2220 Tulare Street, 9th Floor
Fresno, CA 93721
solidwaste@fresnocountyca.gov

For the Contractor:

Senior Vice President
SCS Engineers
438 South Marengo Avenue
Pasadena, CA 91101

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

1 (A) A notice delivered by personal service is effective upon service to the recipient.

2 (B) A notice delivered by first-class United States mail is effective three County
3 business days after deposit in the United States mail, postage prepaid, addressed to the
4 recipient.

5 (C) A notice delivered by an overnight commercial courier service is effective one
6 County business day after deposit with the overnight commercial courier service,
7 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
8 the recipient.

9 (D) A notice delivered by PDF document attached to an email is effective when
10 transmission to the recipient is completed (but, if such transmission is completed outside
11 of County business hours, then such delivery is deemed to be effective at the next
12 beginning of a County business day), provided that the sender maintains a machine
13 record of the completed transmission.

14 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
15 nothing in this Agreement establishes, waives, or modifies any claims presentation
16 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
17 of Title 1 of the Government Code, beginning with section 810).

18 **Article 6**

19 **Termination and Suspension**

20 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
21 contingent on the approval of funds by the appropriating government agency. If sufficient funds
22 are not allocated, then the County, upon at least 30 days' advance written notice to the
23 Contractor, may:

24 (A) Modify the services provided by the Contractor under this Agreement; or

25 (B) Terminate this Agreement.

26 **6.2 Termination for Breach.**

27 (A) Upon determining that a breach (as defined in paragraph (C) below) has
28 occurred, the County may give written notice of the breach to the Contractor. The written

notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 Termination without Cause. In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 Status. In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 Verifying Performance. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may

1 verify that the Contractor is performing according to the terms of this Agreement.

2 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
3 right to employment rights or benefits available to County employees. The Contractor is solely
4 responsible for providing to its own employees all employee benefits required by law. The
5 Contractor shall save the County harmless from all matters relating to the payment of
6 Contractor's employees, including compliance with Social Security withholding and all related
7 regulations.

8 7.4 **Services to Others.** The parties acknowledge that, during the term of this
9 Agreement, the Contractor may provide services to others unrelated to the County.

10 **Article 8**

11 **Indemnity and Defense**

12 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
13 County (including its officers, agents, employees, and volunteers) against all claims, demands,
14 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
15 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
16 the performance or failure to perform by the Contractor (or any of its officers, agents,
17 subcontractors, or employees) under this Agreement. The County may conduct or participate in
18 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
19 defend the County.

20 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

21 **Article 9**

22 **Insurance**

23 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
24 Agreement.

25 **Article 10**

26 **Inspections, Audits, and Public Records**

27 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
28 the County may examine at any time during business hours and as often as the County deems

necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 State Audit Requirements. If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 Public Records. The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This Agreement, and any record or data that the Contractor may provide to the

County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any

County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 12.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

4 (A) The Contractor is duly authorized and empowered to sign and perform its
5 obligations under this Agreement.

6 (B) The individual signing this Agreement on behalf of the Contractor is duly
7 authorized to do so and his or her signature on this Agreement legally binds the
8 Contractor to the terms of this Agreement.

9 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

11 (A) An “electronic signature” means any symbol or process intended by an individual
12 signing this Agreement to represent their signature, including but not limited to (1) a
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) version of an
15 original handwritten signature.

16 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
17 equivalent to a valid original handwritten signature of the person signing this Agreement
18 for all purposes, including but not limited to evidentiary proof in any administrative or
19 judicial proceeding, and (2) has the same force and effect as the valid original
20 handwritten signature of that person.

21 (C) The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

24 (D) Each party using a digital signature represents that it has undertaken and
25 satisfied the requirements of Government Code section 16.5, subdivision (a),
26 paragraphs (1) through (5), and agrees that each other party may rely upon that
27 representation.

28 (E) This Agreement is not conditioned upon the parties conducting the transactions

1 under it by electronic means and either party may sign this Agreement with an original
2 handwritten signature.

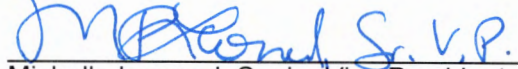
3 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
4 original, and all of which together constitute this Agreement.

5 [SIGNATURE PAGE FOLLOWS]
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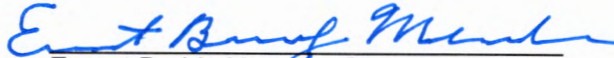
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 SCS ENGINEERS

COUNTY OF FRESNO

3
4 
5 Michelle Leonard, Senior Vice President

6 438 South Marengo Avenue
7 Pasadena, CA 91101


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

8 **Attest:**
9 Bernice E. Seidel
10 Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

11 For accounting use only:

12 Org No.: 9015
13 Account No.: 7295
Fund No.: 0701
14 Subclass No.: 15001
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Exhibit A

Scope of Services

Task 1: Assessment of Current and Past Solid Waste Planning Documents

Contractor will review, assess, and provide input and revisions as is necessary to augment and/or improve County's plans, jurisdictional and regional programs, JPAs, MOUs, and other related documentation for the development of an updated comprehensive Solid Waste Management Master Plan. Contractor understands and acknowledges that the information needs to be appropriate for use in CalRecycle Five-Year Planning documentation.

Contractor will place special emphasis on organics diversion as it relates to SB 1383 legislation. Contractor will prepare a report that provides a summary of the review and assessment and will provide revised planning document drafts for County review and approval.

1. Jurisdictional Programs

- a. Source Reduction Recycling Elements (SRRE)
- b. Household Hazardous Waste Element (HHWE)
- c. Non-Disposal Facility Element (NDFE)

2. Regional programs

- a. Siting Element
- b. Summary Plan
- c. EFR

3. Combined planning documents

- a. Joint Powers Agreements ("JPAs")
 - i. JPAs with Cities
 - ii. JPAs with Commissions and Committees
- b. Memoranda of Understanding ("MOUs")
 - i. MOUs with Cities
 - ii. MOUs with Commissions and Committees

Task 2: Exclusive Service Area Program (ESAP) Administration Support and Assessment

Exclusive Service Area Program (ESAP) Agreements for the unincorporated areas of County were executed with multiple solid waste hauling companies (ESAP Haulers) in 2006 to

Exhibit A

1 provide for the collection, and disposal, recycling or other processing as appropriate, of solid
2 waste, recyclable materials and green waste, and successor agreements, including amended
3 and additional provisions, were executed in 2017 with the remaining ESAP Haulers or their
4 approved successors or assignees.

5 Contractor will assist the County with the following:

- 6 1. Contractor will assist with the review and assessment of the ESAP Agreements to
7 determine perceived or potential deficiencies and provide recommendations for
8 amendments that strengthen the administration and implementation of the program.
- 9 2. Contractor will provide strategies for meeting compliance with California Assembly
10 Bills 341 (AB 341, Mandatory Commercial Recycling) and 1826 (AB 1826,
11 Mandatory Organics Recycling), and propose program implementation.
- 12 3. Contractor will provide strategies for meeting compliance with California Senate Bill
13 1383 (SLCP reduction) including recommendations for program design,
14 implementation, and enforcement.
- 15 4. Contractor will provide ongoing support to staff on ESAP related issues as
16 appropriate, including attendance and facilitation of meetings.
- 17 5. Contractor will assist staff in evaluating the current ESAP Program, and with
18 planning for the future solid waste collection program to be bid out and implemented
19 in 2028. Activities will include evaluation of service territories, scope of services
20 including the enhancement/redesign of the Community Cleanup Program, logistical
21 requirements (containers, equipment, etc.), reporting requirements, rate structures,
22 financial aspects (service fees paid to County, etc.), and various other elements of
23 the program.
- 24 6. Contractor will conduct performance reviews of the ESAP haulers when deemed
25 appropriate to determine contract compliance, provide findings, and
26 recommendations including but not limited to reestablishing compliance,
27 organizational structure/operational efficiency, quality and efficacy of collections and
28 related items within the scope of the Agreement, staffing and HR management

Exhibit A

practices including compensation, employee relations, training, etc, financial management, customer service policies and procedures.

Task 3: Streamline of Administration and Reporting Processes

This Task will address the streamlining of administration and required reporting processes for (1) all hauler agreements including the Exclusive Service Area Program (ESAP) and Non-Exclusive Waste Hauler Agreement (NEWHA) Program, (2) permitted facilities and (3) other jurisdictions (incorporated cities) within the territorial boundaries of the County. Contractor will assist the County in developing both efficient and effective administrative and reporting processes including:

1. Provide administrative support in the assessment and revision of existing “proprietary” reporting processes within the County that conform to the requirements of the ESAP, NEWHA, and RSRH Programs.
2. Assess and recommend revisions for capturing SB 1383 related data for report to CalRecycle.
3. Assist staff with the assessment of potential information technology – based solutions (e.g., developed software platforms, etc.) that enhance the County’s disposal and diversion reporting program, establish efficiencies for staff that track tonnage and hauler service fee and surcharge remittances, and simplify the aggregation of data for reporting to CalRecycle annually.

Task 4: Regulatory Requirements and Related County Ordinances

Contractor will assess and provide recommendations for the revision of various County ordinances related to solid waste, recycling, and organics programs that address all local, state and federal regulatory requirements. These include:

1. Non-Exclusive Waste Hauling ordinance revisions
2. Construction & Demolition (“C&D”) waste management ordinance and related C&D facility regulations (certification, C&D waste flow control, etc.)
3. Organics diversion ordinances and regulations
4. Other areas as the County Representative deems relevant and appropriate

Exhibit A

Task 5: Education and Outreach Programming

Contractor will:

1. Evaluate current education/outreach strategies that serve the entire County of Fresno including print and digital materials.
2. Provide recommendations on enhancing the County's opportunities to educate residents and businesses regarding County's diversion and disposal programs.
3. Assist staff with developing outreach and education strategies and materials aimed at SB 1383 compliance.
4. Assist staff with developing outreach and education strategies and materials aimed at significantly reducing the occurrence of recycling and organics contamination.
5. Provide education, outreach and technical assistance to Tier 1 and Tier 2 edible food generators and food recovery organizations in accordance with requirements contained in SB 1383. The County has identified over 200 confirmed Tier 1 and Tier 2 edible food generators. The County estimates that there are seven primary food recovery organizations operating in the County.

Task 6 – Confirm Commercial Edible Food Generators

Contractor will:

1. Review the existing list and identify any missing information regarding Tier 1 or 2 edible food generators (EFG), and those that have been misidentified.
2. Assess the existence of any new EFG not included in the current list and identify whether they are Tier 1 or Tier 2. Eliminate EFG that are no longer in business or located in the County of Fresno.

Task 7 – Develop SB 1383 Outreach Content

Contractor will:

1. Review and evaluate existing, available outreach strategies and identify what additional materials and outreach may be needed to expand edible food recovery.
2. Create a sample agreement and a form for self-reporting that are compliant with SB 1383's record keeping requirements, for those that choose not to use Careit.

Exhibit A

3. Develop letter templates that the County can mail to edible food generators and food recovery organizations, including general information about SB 1383, a letter of non-compliance, a non-responsive letter, and a letter regarding notices of violation (NOVs).

Task 8 – Site Visits/Technical Assistance

Contractor will provide technical assistance to the Tier 1 and Tier 2 edible food generators and food recovery organizations. The following information will be provided to food generators during site visits:

1. Information about SB 1383 requirements.
2. Information about the County's established edible food recovery program.
3. Information about the commercial EFGs' specific requirements.
4. Information about FROs and food recovery services (FRS) operating within Fresno County, and where a list of those FROs and FRS can be found.
5. Information about actions that commercial EFGs can take to prevent the creation of food waste.
6. In addition to providing educational material, the Contractor will also assist each EFG and FRO with necessary recordkeeping requirements. During site visits, the Contractor will assess what recordkeeping the EFG or FRO currently has and provide feedback on any recordkeeping they need to have to be compliant with SB 1383. The Contractor will provide the EFG and FRO with a checklist of recordkeeping requirements for easy tracking.

Task 9 – Compliance Monitoring and Reporting

1. The Contractor will work closely with Careit on enforcement and monitoring of SB 1383's edible food recovery requirements. Using this specific tool, the Contractor will create an account for each Tier 1 and Tier 2 generator. Each entity account on Careit can easily be accessible by both the Contractor staff and the County's staff. The Careit system specifically is compatible with other data management tracking software. The Contractor will coordinate with Careit staff to provide training for the

Exhibit A

1 use of Careit to the County's staff.

- 2 2. The Contractor will record applicable data onto the user account after each site visit
3 to indicate when the EFG was visited, user information such as whether they have a
4 written food donation contract in place and with which organization, compliance
5 status, what educational information was provided, types of food donated versus
6 disposed of, estimated pounds of food donated versus disposed of, frequency of
7 donations, and follow-up communication needed. At the end of the calendar year, the
8 Contractor will provide the County with a report that shows findings from each site
9 visit.
- 10 3. Contractor shall provide the following deliverables:
- 11 a. Annual report that includes, but is not limited to:
- 12 i. The Total number of inspections conducted, categorized by type of
13 entity.
- 14 ii. Site visit information for each EFG.
- 15 iii. Access to Careit's monitoring system.
- 16 iv. Careit training and the recorded training session.
- 17 v. Routine progress updates for site visits.

18 Task 10 – Comprehensive Program Support and Regional Integration

- 19 1. Contractor will provide ongoing support across all tasks, ensuring that all program
20 elements are thoroughly addressed and that any emerging needs or unforeseen
21 issues are proactively managed. This includes anticipating potential challenges,
22 offering recommendations and solutions to ensure the effective development and
23 compliance of the program, addressing regulatory changes, and adapting strategies
24 as needed to achieve the goals of the County's updated comprehensive Solid Waste
25 Management Master Plan and SB1383 compliance programs.
- 26 2. Additionally, Contractor will ensure that all services are appropriately scaled to
27 address the needs of all jurisdictions and rural areas within the County. Contractor
28 will integrate regional program priorities and ensure that underserved areas receive

Exhibit A

the same level of attention and resources as more urbanized regions.

3. Contractor shall provide the following deliverables:

a. Regular updates on emerging needs, policy changes, and recommended actions.

b. Reports demonstrating regional integration and equitable service delivery across the County including documentation of efforts and results in extending program support to smaller jurisdictions.

Task 11 – Comprehensive Review of Solid Waste Infrastructure in Fresno County

1. Contractor will perform comprehensive review of available landfills, transfer stations, composting and organic processing facilities, Material Recovery Facilities, and other solid waste infrastructure critical to the County's management of solid waste for the next 10-20 years

2. Contractor will perform analysis of resources needed to develop future County-owned facilities that will support compliance with ever-changing solid waste regulations in California.

3. Contractor will perform analysis and provide recommendations for the mitigation of pervasive illegal dumping activities in Fresno County including facilities and programs to address illegal dumping, increase access to convenient disposal and recycling, etc.

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Exhibit B

													Project Total	
													Hours	Totals
Start Title	Name	Rate (\$/Hour)	1 Planning Documents	2 ESAP Admin Support and Assessment	3 Streamline Admin and Reporting	4 Regulatory Requirements & Ordinances	5 Education and Outreach	6 Confirm Commercial EFCs	7 Site Visit/ Technical Assistance	8 Compliance Monitoring & Reporting	9 Program Support Regional Int	10 Review of Infrastructure	Overall	
Sr. Engineers														
Project Director	Leonard	\$350	100	50	50	40	20				100	40	100	500
Project Manager	Romanazzi	\$305	100	200	200	100	120	10	100		100	40	200	\$175,000
Sr. Professional	Parker	\$350								80		100	10	\$356,850
Sr. Professional	Vismannathan	\$350										40		\$68,500
Sr. Professional	Martí	\$305	100									40		\$14,000
Professional Staff	Farmer	\$184	100					40	100			100	10	\$30,500
Professional Staff	Johnson	\$184	100	100	100	100				50			10	\$48,000
Professional Staff	Beaudin	\$177	200			200		40	150		50		10	\$84,840
Professional Staff	Moreno	\$177	200		100					50		100	10	\$88,500
Professional Staff	Wilks	\$150	200								50		10	\$118,820
Professional Staff	Garindo	\$150	200	50	50	50		40	150	50.0	50		10	\$39,000
Subcontractors														\$97,500
Thirdworks														
Contracts/Admin	Shipley	\$200		250	50	200							10	\$102,000
Go2Zero														
EFR Director		\$305							100				10	\$33,550
EFR Manager		\$130							600				10	\$1,300
EFR Inspectors		\$98											30	\$61,740
JP Marketing														
Strategic Director		\$248				100							10	\$27,225
Technical Director		\$189				175							10	\$35,613
Account Manager		\$147				180							180	\$28,008
Account Coordinator		\$105				225							225	\$23,513
Senior Media Director		\$193				75							10	\$18,405
Production Manager		\$185				130							130	\$21,450
Art Director		\$189				100							100	\$19,300
Senior Graphic Designer		\$185				240							10	\$41,250
Total Labor			1200	650	550	690	1375	130	1200	230	400	420	470	\$1,528,861
Other Direct Costs (ODCs)		Cost \$/Unit	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Cost
9C3														
Air Mileage		\$0.87							800				100	\$870
Per Diem		\$200.00							10				10	\$2,000
Total ODCs		--							\$2,803					\$2,870
GAA		10%							\$280				\$7	\$287.00
Budget by Task			\$233,100	\$154,400	\$132,100	\$145,600	\$248,381	\$23,490	\$190,113	\$53,550	\$98,200	\$123,400	\$127,064	\$1,529,598
TOTAL BUDGET														\$1,529,598

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to,

Exhibit D

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations performed pursuant to the Scope of Services stipulated in Exhibit A of this Agreement, where Contractor obtains, possesses, maintains, analyzes, aggregates, or archives Personal Information; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.

Exhibit D

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

Exhibit D

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.