

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT FOR CONSULTANT SERVICES**

2 This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated September
3 6, 2022 and is between Stearns, Conrad, and Schmidt, Consulting Engineers, Inc. dba SCS
4 Engineers, a Virginia Corporation doing business in the State of California, whose address is
5 438 South Marengo Avenue, Pasadena, CA 91101 (“Consultant”), and the County of Fresno, a
6 political subdivision of the State of California (“County”).

7 **Recitals**

8 A. On February 25, 2020, the County and the Consultant entered into Agreement number
9 20-083 (“Agreement”), for independent and professional consulting services oriented toward
10 solid waste planning and solid waste regulatory compliance.

11 B. The County and the Consultant now desire to amend the Agreement to increase
12 compensation for continuing solid waste planning and regulatory compliance consultative
13 services including but not limited to implementation of Senate Bill (SB) 1383 organic waste
14 diversion programs, assessment and amendment of the Exclusive Service Area Provider
15 (ESAP) Program Agreements to include SB 1383 provisions and other provisions as may be
16 necessary throughout the duration of the ESAP Agreements, and assessment and revision of
17 various solid waste planning documents and program materials.

18 The parties therefore agree as follows:

19 1. Article VII, Section A (“Total Fee”) of the Agreement located at Page 11,
20 Lines 11 through 14 is deleted in its entirety and replaced with the following:

21 **“VII. COMPENSATION/INVOICING**

22 **A. Total Fee**

23 Notwithstanding any other provision of this Agreement, the Total Fee for
24 services required under Article IV, Section F (“Obligations of the Consultant”) and Article VII,
25 Section D (“Extra Services”) within the initial term of this Agreement shall not exceed Four
26 Hundred Eighty Thousand Dollars (\$480,000).”

27 2. Article VII, Section B of the Agreement located at [Page 11 Line 15 through Page
28 12 Line 28 is deleted in its entirety and replaced with the following:

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“B. Basic Fees

Services required under Article IV (“Obligations of the Consultant”) and Article VII, Section D (“Extra Services”) shall be performed by various professional and support staff as designated by the Consultant and shall be invoiced at rates ranging between \$90 and \$300 per hour, as outlined in the CONSULTANT’s Proposal.”

3. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No. 1 together constitute the Agreement.

4. The Contractor represents and warrants to the County that:

- a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.
- b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.

5. The parties agree that this Amendment may be executed by electronic signature as provided in this section.

- a. An “electronic signature” means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
- b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

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- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

6. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 SCS ENGINEERS

COUNTY OF FRESNO

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6 Michelle P. Leonard, Senior Vice-President

Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

7 438 South Marengo Avenue
8 Pasadena, CA 91101

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

10
11 By: 
Deputy

12 For accounting use only:

13 Org No.: 9015
14 Account No.: 7295
15 Fund No.: 0701
16 Subclass No.: 15001
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