

AMENDMENT II TO AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT (hereinafter "Amendment No. 2") to Agreement No. 16-504 (hereinafter "Agreement") is made and entered into this 6th day of August 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and ABBE & ASSOCIATES, LLC, located at 1028 Fair Oaks Avenue, Alameda, CA 94501, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into County Agreement No. 16-504, dated August 9, 2016, as amended by Amendment No. 1, effective July 11, 2017, pursuant to which the CONSULTANT agreed to provide, and has been providing, professional services related to the development of a strategic solid waste management plan to administer and manage the various solid waste stream through the County; and

WHEREAS, the COUNTY and the CONSULTANT now desire to amend the Agreement, in order to allow for the development of ESAP Agreement amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the COUNTY and the CONSULTANT hereby agree to as follow:

- 1. Article V of the Agreement, located at page 10, line 26 through page 11, line 1 thereof of the original agreement 16-504, as amended on page 1, line 21 through page 2, line 5 of Amendment 16-504-1 is hereby deleted in its entirety and replaced with the following:**

"V. TERM

This Agreement shall take effect on August 9, 2016, the date of its approval and execution by COUNTY'S Board of Supervisors ("BOARD"), and shall have an initial term of one (1) year, through and including August 8, 2017. As modified by the BOARD'S approval of this Amendment No. 1, the term of this Agreement is hereby extended for one (1) additional twelve (12) month period, and unless further extended shall expire on August 8, 2018. The term of this Agreement may be further extended for one (1) additional twelve (12) month period, upon written approval of both COUNTY and

CONSULTANT, no later than July 9, 2018 (which is thirty (30) days prior to the first day of the second of the two potential twelve (12) month extension periods). The Director of the Department of Public Works and Planning or his or her designee ("DIRECTOR") is authorized to execute such written approval on behalf of COUNTY, based on CONSULTANT'S satisfactory performance, as provided herein.

The term of this Agreement is hereby extended for one (1) additional six (6) month period, and unless further extended shall expire on February 8, 2020 unless this Agreement is terminated sooner as provided herein."

2. Article VI of the contract, Section A, located at page 11, line 3 through page 11, line 6 of Agreement 16-504, as amended on page 2, line 10 through page 2, line 17 of Amendment 16-504-1, is hereby deleted in its entirety and replaced with the following:

"Notwithstanding any other provision in this Agreement, the Total Fee for the services required under this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) for the initial one-year term, and shall not exceed Seventy Five Thousand Dollars (\$75,000) per year for each of the two (2) additional potential one year extension terms.

The Total Fee for services for August 9, 2019 to February 8, 2020 shall not exceed Thirty Seven Thousand Five Hundred Dollars (\$37,500). The maximum amount of compensation for services performed under this Agreement would be Three Hundred Thirty Seven Thousand Five Hundred Dollars (\$337,500)."

3. That the portion of Article VI, Section B, located at page 11, line 7 through page 11, line 10 of Agreement 16-504, as amended on page 2, line 18 through page 2, line 24 of Amendment 16-504-1, is hereby deleted in its entirety and replaced with the following:

"B. Basic Fee:

The Basic Fee for services required under Article IV shall be invoiced at the rates shown in the CONSULTANT'S Proposal (and in the immediately following Paragraph 1 of this Section VI.B), and shall not exceed One Hundred Thirty Thousand Ninety Dollars

1 (\$130,090) for the initial one-year term, and shall not exceed Sixty-Five Thousand Dollars
2 (\$65,000) per year for each of the two (2) additional potential one-year extension terms.

3 The Basic Fee for services shall not exceed Thirty Two Thousand Five Hundred Dollars
4 (\$32,500) for services to be performed August 9 2019 to February 8, 2020.”

5 **4. That the portion of Article VI, Section C(1), located at page 12, line 3**
6 **through page 12, line 8 of Agreement 16-504, as amended on page 2, line 27 through**
7 **page 3, line 5 of Amendment 16-504-1, is hereby deleted in its entirety and replaced with**
8 **the following:**

9 “1. A maximum of Nineteen Thousand Nine Hundred Ten Dollars (\$19,910) is
10 hereby allocated to pay for authorized Extra Services provided by CONSULTANT during the
11 initial one-year term of this Agreement. An annual maximum of Ten Thousand Dollars
12 (\$10,000) is hereby allocated to pay for authorized Extra Services provided by CONSULTANT
13 for each of the two (2) additional potential one-year extension terms. All authorized Extra
14 Services shall be performed at the established rates as set forth in the immediately preceding
15 Section B of this Agreement.

16 An annual maximum of Five Thousand Dollars (\$5,000) is hereby allocated to pay for
17 services to be performed August 9, 2019 to February 8, 2020.”

18 **5. COUNTY and CONTRACTOR agree that this Amendment No. 2 is sufficient**
19 **to amend the Agreement No. 16-504, Amendment No. 1 16-504-1 and, that upon**
20 **execution of this Amendment, the Agreement, Amendment No. 1, and Amendment No. 2**
21 **together shall be considered the Agreement.**

22 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
23 covenants, conditions and promises contained in the Agreement and not amended herein shall
24 remain in full force and effect.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

ABBE & ASSOCIATES LLC



(Authorized Signature)

Ruth C. Abbe, Principal


Print Name & Title

1028 Fair Oaks Avenue

Alameda, CA 94501

Mailing Address

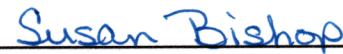
COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

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

By 
Deputy

FOR ACCOUNTING USE ONLY

Org No: 9015

Fund No: 0701

Account No: 7295

Subclass No: 15001