

**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

**with MSW Consultants, Inc.**

This Amendment No. 1 to Service Agreement 22-493 is dated July 09, 2024, and is between MSW Consultants, a California corporation (“Consultant”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On October 25, 2022, the County and the Consultant entered into the Agreement for Cloud-Based Solid Waste Compliance Software Services, identified as County agreement number 22-493 (“Agreement”), for the procurement, setup, and technical support of the Minerva software platform for use by Department of Public Works and Planning (“Department”) staff in tracking and managing commercial organic waste generators’ compliance with solid waste diversion regulations adopted by the State of California Department of Resources Recycling and Recovery (“CalRecycle”).

B. CalRecycle’s adoption of 14 CCR Section 18981.1 *et seq* pertaining to the regulation and control of short-lived climate pollutants, established mandated organic waste collection and recycling for all organic waste generators within applicable jurisdictions, inclusive of residential generators.

C. The Department desires to continue utilizing a centralized compliance monitoring platform for all organic waste generators

D. The County and the Consultant now desire to amend the Agreement to allocate additional funds necessary to expand the reporting software’s capabilities to better assist Department staff with collection of data to meet the growing level of recordkeeping required by CalRecycle.

The parties therefore agree as follows:

1. Section 3.2 of the Agreement located on page 2, line 17 through page 3, line 2 is deleted in its entirety and replaced with the following:

**“3.2 Maximum Compensation.** The maximum compensation payable to the Consultant under this Agreement is one hundred seven thousand four hundred

1 eighty dollars (\$107,480) for the entire term of the Agreement. The compensation  
2 payable to the Consultant for each of the renewal periods shall be thirty-nine  
3 thousand two hundred twenty dollars (\$39,220) for the fourth year and forty-two  
4 thousand three hundred dollars (\$42,300) for the fifth year. Maximum  
5 compensation under the terms of this Agreement shall not exceed one hundred  
6 eighty-nine thousand dollars (\$189,000). The Consultant acknowledges that the  
7 County is a local government entity and does so with notice that the County's  
8 powers are limited by the California Constitution and by State law, and with  
9 notice that the Consultant may receive compensation under this Agreement only  
10 for services performed according to the terms of this Agreement and while this  
11 Agreement is in effect, and subject to the maximum amount payable under this  
12 section. The Consultant further acknowledges that County employees have no  
13 authority to pay the Consultant except as expressly provided in this Agreement."

14 2. Exhibit B to the Agreement is deleted in its entirety and replaced with Exhibit B-2024, as  
15 attached.

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

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

19 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
20 under this Amendment.

21 b. The individual signing this Amendment on behalf of the Contractor is duly authorized  
22 to do so and his or her signature on this Amendment legally binds the Contractor to  
23 the terms of this Amendment.

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

26 a. An "electronic signature" means any symbol or process intended by an individual  
27 signing this Amendment to represent their signature, including but not limited to (1) a  
28 digital signature; (2) a faxed version of an original handwritten signature; or (3) an

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

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 MSW Consultants, Inc.

COUNTY OF FRESNO

4 

5 \_\_\_\_\_  
6 David Davis, President

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

7 41760 Ivy St, Ste 203  
8 Murrieta, CA 92562

**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  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit B-2024

Compensation

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

Fixed pricing for the full term of the Agreement.

TASK	COST
Software and Setup (including subscription/licensing)	\$91,980.00
Training	\$7,750.00
Technical Support	\$7,750.00
<b>Years 1-3 Total</b>	<b>\$107,480.00</b>

TASK	COST
Software and Setup (including subscription/licensing)	\$36,520.00
Training	\$1,350.00
Technical Support	\$1,350.00
<b>Year 4 Option</b>	<b>\$39,220.00</b>

TASK	COST
Software and Setup (including subscription/licensing)	\$39,600.00
Training	\$1,350.00
Technical Support	\$1,350.00
<b>Year 5 Option</b>	<b>\$42,300.00</b>

<b>Total Compensation (Years 1-5)</b>	<b>\$189,000.00</b>
---------------------------------------	---------------------