

AMENDMENT NO. 2 TO SERVICE AGREEMENT FOR CONSULTANT SERVICES

This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated October 22, 2024 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 (“Consultant”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On February 25, 2020, the County and the Consultant entered into Agreement number 22-399, formerly 20-083, (“Agreement”), for independent and professional consulting services oriented toward solid waste planning and solid waste regulatory compliance.

B. On September 6, 2022, the Board executed Amendment I to the Agreement with SCS Engineers to increase maximum compensation to \$680,000.

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

The parties therefore agree as follows:

1. Article II (“Scope of Work”) of the Agreement located at Page 5, Lines 2 through 4, is deleted in its entirety and replaced with the following:

“CONSULTANT shall provide consulting services for each of COUNTY’s programs as identified hereinbelow in Section IV, Article F, and more thoroughly described in the Scope of Work on Pages 12- 14 of RFP 20-018 (Exhibit “A” hereto), the CONSULTANT’s Proposal (Exhibit “B” hereto), and the tasks listed in Exhibit D.”

2. Article VII, Section A (“Total Fee”) of the Agreement located at Page 1, Lines 21 through 26 of Amendment 1, is deleted in its entirety and replaced with the following:

1 "VII. COMPENSATION/INVOICING

2 A. Total Fee

3 Notwithstanding any other provision of this Agreement, the Total Fee for services
4 required under Article IV, Section F ("Obligations of the Consultant") and Article
5 VII, Section D ("Extra Services") within the initial term of this Agreement shall not
6 exceed Six Hundred Eighty Thousand Dollars (\$680,000)."

7 3. When both parties have signed this Amendment No. 2, the Agreement,
8 Amendment No. 1 and this Amendment No. 2 combined constitute the Agreement.

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

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

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

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

17 a. An "electronic signature" means any symbol or process intended by an
18 individual signing this Amendment to represent their signature, including but
19 not limited to (1) a digital signature; (2) a faxed version of an original
20 handwritten signature; or (3) an electronically scanned and transmitted (for
21 example by PDF document) version of an original handwritten signature.

22 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this
24 Amendment for all purposes, including but not limited to evidentiary proof in
25 any administrative or judicial proceeding, and (2) has the same force and effect
26 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 one (1) through five (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. 2 is ratified and continued. All provisions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 2 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

Nathan Magsig, 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

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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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Exhibit D

Scope of Work

The Contractor shall 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 Contractor has identified 238 confirmed Tier 1 and Tier 2 edible food generators, and potentially 124 more. The Contractor estimates that there are seven primary food recovery organizations operating in the County.

(A) Task 1 – Confirm Commercial Edible Food Generators

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.
3. Eliminate EFG that are no longer in business or located in the County of Fresno.

Deliverables: Updated list of Tier 1 and Tier 2 edible food generators.

(B) Task 2 – Develop SB 1383 Outreach Content

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.
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).

Deliverables: SB 1383 content, including but not limited to, sample agreements, template letters, and self-reporting forms.

(C) Task 3 – Site Visits/Technical Assistance

Exhibit D

- 1 1. Contractor will provide technical assistance to the Tier 1 and Tier 2 edible
2 food generators and food recovery organizations. The following information
3 will be provided to food generators during site visits:
 - 4 (i) Information about SB 1383 requirements.
 - 5 (ii) Information about the County's established edible food recovery
6 program.
 - 7 (iii) Information about the commercial EFGs' specific requirements.
 - 8 (iv) Information about FROs and food recovery services (FRS) operating
9 within Fresno County, and where a list of those FROs and FRS can
10 be found.
 - 11 (v) Information about actions that commercial EFGs can take to prevent
12 the creation of food waste.
- 13 2. In addition to providing educational material, the Contractor will also assist
14 each EFG and FRO with necessary recordkeeping requirements. During site
15 visits, the Contractor will assess what recordkeeping the EFG or FRO
16 currently has and provide feedback on any recordkeeping they need to have
17 to be compliant with SB 1383. The Contractor will provide the EFG and FRO
18 with a checklist of recordkeeping requirements for easy tracking.

19 Deliverables: Technical assistance to Tier 1 and Tier 2 EFGs and FROs.
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