

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2024, amends the Consultant Services Agreement entered into between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as CITY), and SOUTHWEST STRATEGIES LLC., a California LLC (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, the CITY and CONSULTANT entered into a Consultant Services Agreement on September 19, 2023 (Agreement), to obtain professional Education and Outreach services for City Of Fresno Residential Food Waste Education and Outreach Program (Project) for a total fee of \$299,744; and

WHEREAS, the CITY and CONSULTANT desire to expand the scope of services and extend the agreement to December 31, 2026, to further develop the Project; and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$128,693 to continue the development of the Project and expand the Scope of Services; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees that it has no claim, demands, or disputes against the CITY.

AGREEMENT

NOW, THEREFORE, the CITY and the CONSULTANT agree that the aforesaid Agreement be amended as follows:

1. Exhibit A of the Agreement is amended to expand the scope of services as indicated in **Exhibit A**, attached hereto, and incorporated herein by reference.
2. Section 3(a) of the Agreement is amended in its entirety to read as follows:
“(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Four Hundred Twenty-Eight Thousand Four Hundred and Thirty-Seven dollars (\$428,437). Such fee includes all expenses incurred by CONSULTANT in performance of the services.”
3. Except as otherwise provided herein, the Agreement remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Third Amendment at Fresno, California, the day, and year first above written.

CITY OF FRESNO,
a California municipal corporation

SOUTHWEST STRATEGIES, LLC.,
a California LLC

By: _____
Brock D. Buche, PE, PLS
Director of Public Utilities

Signed by:
By: Elizabeth Hansen 11/1/2024
FB14BBCC27BA430...
Name: Elizabeth Hansen

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: President
(If corporation or LLC., Board Chair,
Pres. Or Vice Pres.)

Signed by:
By: Angela M. Karst 11/8/2024
0A8F88F889DD47...
Angela M. Karst Date
Senior Deputy City Attorney

DocuSigned by:
By: Chris Wahl 11/8/2024
5BDF028427EE48D...
Name: Chris wahl

ATTEST:
TODD STERMER, CMC
City Clerk

Title: CEO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy Date

Attachment: Exhibit A – Scope of Services

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (the City) and Southwest Strategies LLC (the Consultant)

City of Fresno Residential Food Waste and Outreach Program

Fresno Organics Recycling: FOR the Future Proposed Scope of Work October 15, 2024

The following is a high-level scope of work for activities to help promote Fresno Organics Recycling: FOR the Future throughout the community and educate the public about organics recycling best practices. The budgets associated with each task are approximations only and are subject to change based on ongoing feedback.

Printed Collateral Materials (\$9,193): Collateral materials, including a trifold display; informational pamphlet; a contamination-specific fact sheet; and kitchen container info sheet will be finalized, and a plan will be developed for distributing them to stakeholders. This includes community-based organizations (CBOs), local elected officials, chambers and business organizations, and the general public.

Kitchen Container Distribution (\$7,500): The team will coordinate distribution of kitchen containers to 1,000 households as a pilot test. Based on the results of this work, our team can develop a plan for further door-to-door distribution of kitchen containers.

Public Service Announcement Finalization and Placement (\$8,000): Our team will secure approvals of PSAs developed in early 2024 and prepare a strategy for their placement with TV stations and local public access channels.

Digital and Radio Advertising (\$100,000): Digital ads are one of the most cost-effective ways to reach the public to drive adoption and engagement. We will pursue an extensive digital advertising campaign to maximize engagement across audiences.

1. Targeted Facebook/Instagram Ads: A Facebook and Instagram engagement effort will target Fresno residents. Video and digital collateral described above will be featured in the social media placements.
2. Audio/Video Streaming Ads: Securing ads through audio and video streaming services like Spotify, Pandora, and Hulu, among others, is a vital way to reach the ever-increasing “cord-cutter” demographic, or individuals who no longer have or use traditional TV and radio services. Audio streaming and pre-roll video ads are recommended to take advantage of planned multimedia content to reach a broad

cross-section of demographics in the City.

3. **Website Display/Banner Ads:** To reach those who do regularly use social media, or who
 - a. are more likely to search general news when using the internet, website display/banner ads can be developed on news advertising networks.
4. **Radio Advertisements:** Radio ads remain a cost-effective and essential way to engage Fresno's diverse communities. Multilingual radio ads will be placed in English, Spanish, Hmong and Punjabi to educate the public about this program.

News Release Fresno Organics Recycling at One Year (\$4,000): Our team will prepare a news release for the one-year anniversary of the program launch to check in, reiterate best practices to community members and further educate the public about the program.