

September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED AMENDMENT NO. 4 TO AGREEMENT NO. 418-2022 WITH THE OPEN DOOR
NETWORK FOR LITTER ABATEMENT SERVICES (All S.D.s)**

(Fiscal Impact: \$1,000,000; Solid Waste Enterprise Fund; Budgeted; Discretionary)

The Public Work's Department requests your Board's approval for the proposed Amendment No. 4 to Agreement No. 418-2022 with The Open Door Network for litter abatement services. This Amendment proposes extending the term of the agreement from September 30, 2026 through July 31, 2027, and increasing the compensation by \$1,000,000, for the new amount not to exceed \$5,000,000.

On July 19, 2022, your Board approved an agreement with The Open Door Network for litter abatement services in an amount not to exceed \$1,000,000 through July 18, 2023. Amendment No. 1 extended the agreement for an additional year through July 18, 2024, and increased compensation by \$1,000,000 for a total not to exceed \$2,000,000. Amendment No. 2 extended the agreement through December 31, 2024, and revised the scope to increase the number of crews from three to four. Amendment No. 3 extended the agreement through September 30, 2026 and increased compensation by \$2,000,000 for the new amount not to exceed \$4,000,000.

Since implementation, The Open Door Network's crews have cleaned up thousands of tons of litter along County maintained roadways and on County properties. This proposed Amendment seeks to extend the agreement through July 31, 2027, and increase compensation by \$1,000,000 for the new amount not to exceed \$5,000,000. Additionally, organics sorting services will be added. This agreement will be funded solely by the Solid Waste Enterprise Fund

County Counsel has reviewed and approved the Amendment as to form.

Therefore, IT IS RECOMMENDED that your Board approve Amendment No. 4 to Agreement No. 418-2022 with The Open Door Network for litter abatement services extending the term from September 30, 2026 through July 31, 2027, and increasing compensation by \$1,000,000 for an amount not to exceed \$5,000,000 and authorize the Chairman to sign.

Sincerely,



Joshua Champlin
Director

JC:NJ:LS:MN:mv

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**AMENDMENT NUMBER 4
TO
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
(Kern County – The Open Door Network)**

THIS AMENDMENT TO AGREEMENT, shall be effective on _____, is between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the Kern County Public Works Department ("County") with its principal location at 2700 M Street, Bakersfield, CA 93301, and The Open Door Network ("Consultant"), whose principal place of business is at 1600 E. Truxtun Avenue, Bakersfield, CA 93305.

RECITALS:

WHEREAS, County and Consultant entered into a Personal/Professional Services Agreement 7/19/2022, agreement #418-2022 ("Agreement"); and

WHEREAS, the parties to the Agreement desire to amend the Agreement as specified below.

NOW, THEREFORE, County and Consultant do mutually agree as follows (check those applicable):

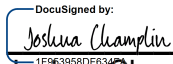
- ☒ **Term.** The Agreement shall be extended through 7/31/2027, unless sooner terminated as provided for in the Agreement.
- ☒ **Services.** See **Exhibit B**, which is attached hereto and incorporated herein, for Additional and/or Revised Services.
- ☒ **Compensation for Services** payable by County under the Agreement shall increase from \$4,000,000 to \$5,000,000.
- ☒ **Expenses** payable by County under the Agreement shall increase/decrease from \$_____ to \$_____.
- ☒ **Total Amount Payable Under Agreement** (Compensation for Services, Plus Expenses) payable by County under the Agreement shall increase from \$4,000,000 to \$5,000,000.
- ☒ **Other:** The following free speech provision shall be added to the Agreement:

"No person performing any service or providing any goods designated under this contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract."

Except as expressly amended herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment Number 4 to the Agreement has been executed as of the date indicated above.

APPROVED AS TO CONTENT:

By  _____
Joshua Champlin, Director

COUNTY OF KERN

By _____
Chairman of the Board of Supervisors
"County"

APPROVED AS TO FORM:
Office of the County Counsel

By  _____
Joshua Rudnick, Deputy

The Open Door Network

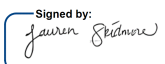
By  _____
Lauren Skidmore, CEO "Consultant"

EXHIBIT B TO AMENDMENT NO. 4. ADDITIONAL/REVISED SERVICES

SECTION NUMBER 1 OF EXHIBIT A SHALL BE AMENDED AND ADDED FOR THE FOLLOWING SECTION:

Full description of the Services:

The Consultant shall also support Public Works operations by maintaining compliance with waste stream separation requirements including but not limited to green waste and organics sorting, contamination removal, general housekeeping, compost bagging, sort line picking and litter removal.

SECTION NUMBER 2 OF EXHIBIT A SHALL BE AMENDED AND ADDED FOR THE FOLLOWING SECTION:

Dates and location where the Services will take place (include time schedule and/or milestone dates if appropriate):

The Consultant will also perform services at the County's Shafter Compost Facility, including green-waste and organics sorting, contamination removal, general housekeeping, compost bagging, sort-line picking, and litter removal. These activities must comply with all waste-stream separation requirements and support efficient Public Works operations.

EXHIBIT B CHART LISTED IN AMENDMENT NO. 3 IS REPLACED BY THE FOLLOWING:

Exhibit B

Clean Up Crews - litter abatement services including illegal dumping, bulky waste items and green waste and organics sorting, contamination removal

Number of Crews	Number of Crew Members	Total number of employees	Hourly Rate	Total hourly cost	Weekly cost	Monthly Cost	Total time on project: 10 Months
4	4	16	\$25.46	\$407.36	\$16,294.40	\$70,554.75	\$705,547.52
Supervisor - one for all 4 crews		1	\$27.54	\$27.54	\$1,101.60	\$4,769.93	\$47,699.28
Additional Fees							
Insurance Fee Per Day						\$29.50	\$5,900.00
Vehicle Fee Per Day						\$58.99	\$11,798.00
Admin Monthly Fee						\$865.28	\$8,652.80
Fringe Monthly Fee						\$18,693.65	\$186,936.50
						Total	\$966,534.10
Overtime Rates:		<u>Crew Member</u>	<u>Supervisor</u>				
		\$38.19	\$41.31				

Estimate