

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "SECOND Amendment") is made and entered into this 12th day of June, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, (hereinafter "COUNTY"), and RR-M Reyna, Inc., a California corporation doing business as R & R Transport, whose address is 1811 E. Hedges Ave., Fresno, California, 93703 hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 14-258, dated 20th day of May, 2014 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to perform professional decedent removal services;

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 1, 2018, through the FIRST AMENDMENT TO AGREEMENT ("First Amendment"), to increase the annual maximum; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement as amended to change the Term of the Agreement, to retroactively ratify payments made for services performed during the fourth year of the Agreement, and to authorize the Sheriff-Coroner to make payment for services that CONTRACTOR performed during the fourth and fifth years of the Agreement but for which no payment has been made.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Section Three (3) (Term) of the Agreement, Page Three (3), lines Ten (10) through Thirteen (13) are deleted in their entirety and replaced with the following:
"This Agreement shall be effective on May 16, 2014 and shall terminate on May 15, 2019."
2. On Page Five (5), between Lines Six (6) and Seven (7), the below language is inserted, as follows:
"All payments to CONTRACTOR, for services provided to COUNTY, from May 15, 2017, through May 14, 2018, are hereby ratified and authorized. For any and all services

1 provided between May 15, 2017 and May 14, 2018, which remain unpaid by COUNTY,
2 CONTRACTOR may submit an invoice, on a date after the execution of the Second
3 Amendment, and COUNTY will, within forty-five (45) days of receiving said invoice,
4 compensate CONTRACTOR for the services actually performed but for which no
5 compensation has been made.

6 On a date after the execution of the Second Amendment, CONTRACTOR will submit an
7 invoice to COUNTY for all services CONTRACTOR performed, pursuant to the
8 Agreement, between the dates of May 15, 2018, through to the date the Second
9 Amendment is executed. Within forty-five (45) days of receiving the invoice, COUNTY
10 will compensate CONTRACTOR for the services actually performed but for which no
11 compensation has been made.”

12 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the
13 Agreement as amended and, that upon execution of this Second Amendment, the Agreement as
14 amended, First Amendment, and this Second Amendment, together shall be considered the
15 Agreement.

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

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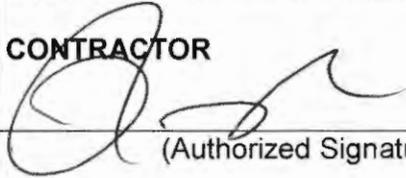
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1 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day
2 and year first hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

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5 (Authorized Signature)


6 Sal Quintero, Chairperson of the Board of
7 Supervisors of the County of Fresno

8 RAUL REYNA President
9 Print Name & Title

10 1871 E HAGGLES
11 FRESNO CA 93703
12 Mailing Address

13 **ATTEST:**
14 Bernice E. Seidel
15 Clerk of the Board of Supervisors
16 County of Fresno, State of California

17 By: Susan Bishop
18 Deputy

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25 FOR ACCOUNTING USE ONLY:

26 ORG No.: 31117000

27 Account No.: 7295
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