

SECOND AMENDMENT TO SERVICE AGREEMENT

This Second Amendment to Service Agreement ("Second Amendment II") is dated August 9, 2022 and is between RR-M Reyna, Inc., a California corporation doing business as R & R Transport, whose address is 1811 Hedges Ave Fresno, CA ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On August 20, 2019, the County and the Contractor entered into County agreement number A-19-403 ("Agreement"), for decedent removal services.

B. On November 16, 2021, the County and the Contractor entered into the First Amendment to Agreement with RR-M Reyna, to increase the total allowable contractor compensation, due to an unanticipated increased volume of service requests for Contractor services.

C. The County and the Contractor now desire to further amend the Agreement to increase the contractor fuel rates allowed under the agreement, as requested by RR-M Reyna. In return for these increased fuel rates, the Contractor will provide a discounted rate for decedent removal services from local hospitals.

The parties therefore agree as follows:

1. All references in existing Agreement to "Exhibit A" shall be amended to read "Revised Exhibit A," which is attached to this Second Amendment, and incorporated by this reference.
2. Section Five of the Agreement, located at page 4, line 26 through page 5, line 6, as previously amended located in First Amendment to Agreement with RR-M Reyna, is deleted in its entirety, and is amended to add the following:

"Contractor shall use the discounted flat rate of \$125 when two decedents are removed during the same trip from hospitals located in Fresno and Clovis.

The maximum compensation amount payable by COUNTY under this Agreement for services rendered by CONTRACTOR from May 16, 2019 to May 15, 2022 shall not exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000). The maximum compensation amount payable by

1 COUNTY under this Agreement for services rendered by CONTRACTOR shall
2 not exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000) for
3 each twelve (12) month extension period of this Agreement. Pursuant to Section
4 3 of this Agreement. In no event shall compensation amount paid for services
5 performed under this Agreement exceed TWO MILLION ONE HUNDRED
6 THOUSAND DOLLARS (\$2,100,000) during the entire term of this Agreement,
7 inclusive of the two optional one-year extensions.”

8 3. When both parties have signed this Second Amendment, the Agreement, the First
9 Amendment, and this Second Amendment together shall constitute the Agreement.

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

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

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

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

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

23 b. Each electronic signature affixed or attached to this Second Amendment (1) is
24 deemed equivalent to a valid original handwritten signature of the person signing this
25 Second Amendment for all purposes, including but not limited to evidentiary proof in
26 any administrative or judicial proceeding, and (2) has the same force and effect as
27 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 (1) through (5), and agrees that each other party may rely upon that representation.

e. This Second Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Second Amendment with an original handwritten signature.

6. This Second Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Second Amendment.

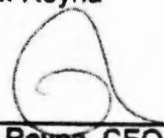
7. The Agreement as previously amended and as amended by this Second Amendment is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Second Amendment remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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The parties are signing this Second Amendment on the date stated in the introductory clause.

RR-M Reyna



Raul Reyna, CEO

1811 E Hedges
Fresno, CA 93703

COUNTY OF FRESNO



Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

For accounting use only:

Org No.:31117000
Account No.:7295
Fund No.:0001
Subclass No.:10000

REVISED
EXHIBIT A

FEE SCHEDULE

- 1) Basic Per Call Removal Rate
 - a) Zone No. 1 \$160.33
 - b) Zone No. 2 \$195.53

- 2) Per Call Dry Run & Additional Removal Rate
 - a) Zone No. 1 \$82.50
 - b) Zone No. 2 \$99.00

- 3) Per Hour Rate - (billed in ½ hour increments)
 - a) Stand-by \$30.00
 - b) Special Assistance \$35.00
 1. Special Assistance may be charged in the event the decedent is in excess of agreed upon weight. Any other charges for Special Assistance must be approved by Coroner's representative prior to inclusion on invoice.

- 4) Cremation Transport Max Capacity
 - a) Flat \$143.00

- 5) Local Hospital (Fresno & Clovis) Removal Rate
 - a) Flat rate (per trip up to 2 deceased) \$125.00