

1 by this Second Amendment, and further agree as follows:
2

- 3 1. The MAXIMUM Section of the Agreement, as Amended, as set forth on page one (1) of
4 the Agreement, shall be deleted in its entirety and replaced with the following:
5

6 “MAXIMUM: In no event shall services performed under this Agreement exceed two
7 hundred thousand dollars (\$200,000) for the term of this Agreement, inclusive of
8 renewal periods.”
9

- 10 2. The following Section shall be added to page four (4) of the Agreement as Amended,
11 after the Section marked “GOVERNING LAWS”, and shall be made a part of the
12 Agreement, as Amended. The referenced Attachment B shall be inserted at the end of
13 the Agreement, as Amended:
14

15 “DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only
16 applicable if CONTRACTOR is operating as a corporation (a for-profit or non-profit
17 corporation) or if during the term of this Agreement, CONTRACTOR changes its
18 status to operate as a corporation.
19

20 Members of CONTRACTOR’s Board of Directors shall disclose any self-dealing
21 transactions that they are a party to while CONTRACTOR is performing services
22 under this Agreement. A self-dealing transaction shall mean a transaction to
23 which CONTRACTOR is a party and in which one or more of its directors has a
24 material financial interest. Members of the Board of Directors shall disclose any
25 self-dealing transactions that they are a party to by completing and signing a
26 Self-Dealing Transaction Disclosure Form (Attachment B) and submitting it to the
27 COUNTY prior to commencing with the self-dealing transaction or immediately
28 thereafter.”

1 COUNTY and CONTRACTORS agree this Second Amendment is sufficient to amend the
2 Agreement, as Amended, and that upon execution of this Second Amendment, the Agreement, the
3 First Amendment, and this Second Amendment shall together be considered the Agreement.

4 The Agreement, as Amended, is ratified and continued. All provisions, terms, covenants,
5 conditions and promises contained in the Agreement and not amended herein shall remain in full
6 force and effect.

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

3
4 **CONTRACTOR**

5 See attached Contractor Signature Pages

COUNTY OF FRESNO



Nathan Magsig,
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: Susan Bishop
Deputy

6 FOR ACCOUNTING USE ONLY:

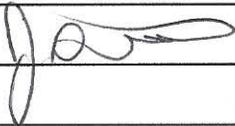
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16 Fund No.: 1000, 0001, 7205, and others
17 depending on the size of the
18 projects and other
19 departments

20 Subclass No.: 10000, and 15000, and
21 others depending on the size
22 of the projects and other
23 departments

24 Org No.: 8910 & 8911 (Fleet), 3111
25 (Sheriff), 9026 (AADS) and
26 others depending on the size
27 of the projects and other
28 departments.

1 **CONTRACTOR SIGNATURE PAGE**

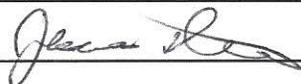
2
3 By: _____

4 Print Name: John DeCicco  _____

5 Title: President _____

6 Date: _____

7
8 By: _____

9 Print Name: Jessica DeCicco  _____

10 Title: Secretary of Corporation _____

11 Date: _____

12
13 E-Mail Address for Notices: actionoffice@yahoo.com

14 E-Mail Notice Contact Person's Name and Title: John DeCicco, President

15
16 Company Name: Action Towing & Dive Team, Inc.

17 Mailing Address: 2822 E California Ave

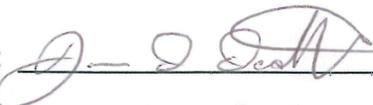
18 City, State & Zip Code: Fresno, CA 93721-3303

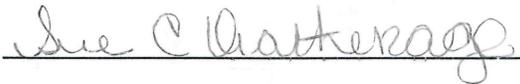
19 *State in Which the Company Originally Registered: California

20
21 Telephone Number: (559) 498-9999

22 Fax Telephone Number: (559) 498-9949

CONTRACTOR SIGNATURE PAGE

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3
4 By: 
5 Print Name: James Deatherage James D. Deatherage
6 Title: Owner President
7 Date: 2-6-19

8
9 By: 
10 Print Name: Sue Deatherage
11 Title: Secretary
12 Date: 2/6/19

13
14 E-Mail Address for Notices: herndontowing@hotmail.com
15 E-Mail Notice Contact Person's Name and Title: James Deatherage, Owner

16
17 Company Name: Herndon Towing
18 Mailing Address: 5030 E Jensen Ave
19 City, State & Zip Code: Fresno, CA 93725-4010
20 *State in Which the Company Originally Registered: California

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22 Telephone Number: (559) 431-3334
23 Fax Telephone Number: (559) 431-5535
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CONTRACTOR SIGNATURE PAGE

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By: Rhonda Tate
Print Name: Rhonda Tate Rhonda Tate
Title: Co-Owner
Date: 2/5/19

By: [Signature]
Print Name: Chris Tate Chris Tate
Title: Co-Owner
Date: 2/5/19

E-Mail Address for Notices: tnttowingllc1@yahoo.com
E-Mail Notice Contact Person's Name and Title: Rhonda Tate, Co-Owner

Company Name: TNT Towing
Mailing Address: PO Box 342
City, State & Zip Code: Kerman, CA 93630-0342
*State in Which the Company Originally Registered: California

Telephone Number: (559) 291-9813
Fax Telephone Number: (559) 444-0177

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ATTACHMENT B
PARTICIPATING CONTRACTORS

CONTRACTOR	ADDRESS	GIVE AND RECEIVE NOTICES
Action Towing & Dive Team, Inc.	2822 E California Ave Fresno, 93721-3303	John DeCicco, President (559) 498-9999 actionoffice@yahoo.com
Herndon Towing	5030 E Jensen Ave Fresno CA 93725-4010	James Deatherage, Owner (559) 431-3334 herdontowing@hotmail.com
TNT Towing	PO Box 342 Kerman, CA 93630-0342	Rhonda Tate, Co-Owner (559) 291-9813 tnttowingllc1@yahoo.com

1 **ATTACHMENT C**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as
4 “County”), members of a contractor’s board of directors (hereinafter referred to as
5 “County Contractor”), must disclose any self-dealing transactions that they are a party
6 to while providing goods, performing services, or both for the County. A self-dealing
7 transaction is defined below:

8 *“A self-dealing transaction means a transaction to which the corporation is a party and
9 in which one or more of its directors has a material financial interest”*

10 The definition above will be utilized for purposes of completing this disclosure form.

11 **INSTRUCTIONS**

12 (1) Enter board member’s name, job title (if applicable), and date this disclosure is
13 being made.

14 (2) Enter the board member’s company/agency name and address.

15 (3) Describe in detail the nature of the self-dealing transaction that is being
16 disclosed to the County. At a minimum, include a description of the following:

17 a. The name of the agency/company with which the corporation has the
18 transaction; and

19 b. The nature of the material financial interest in the Corporation’s
20 transaction that the board member has.

21 (4) Describe in detail why the self-dealing transaction is appropriate based on
22 applicable provisions of the Corporations Code.

23 (5) Form must be signed by the board member that is involved in the self-dealing
24 transaction described in Sections (3) and (4).

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(1) Company Board Member Information:

	Date:	

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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