

AMENDMENT NO. 3 TO SERVICE AGREEMENT

This Amendment No. 3 to Service Agreement (“Amendment No. 3”) is dated December 17, 2024 and is between A-C Electric Company, a California Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On May 25, 2021, the County and the Contractor entered into Sole Source Agreement with A-C Electric, which is County agreement number 21-182 (“Agreement”), for site servicing and repairing of electrical controls and software for programmable logic controllers PLCs) that help run the water and sewer facilities of the County Special Districts (Special Districts) and the Juvenile Justice Campus (JJC).

B. The Board approved suspension of competitive bidding for these services when it authorized the County to enter into the agreement, since A-C Electric Company has specialized knowledge and experience of the electrical controls and PLCs that run the water and sewer facilities of Special Districts and at JJC.

C. On October 10, 2023, the County and the Contractor entered into “Amendment No. 1 to Service Agreement” to increase the annual maximum compensation and maximum cumulative compensation for services based on an increased need of Services due to an aging infrastructure as well as a storm emergency.

D. On May 21, 2024, the County and Contractor entered into “Amendment No. 2 to Service Agreement” to increase the compensation rates for the optional first and second one-year extensions due to increased cost of time and material rates.

E. The County and the Contractor now desire to further amend the Agreement to increase the annual maximum compensation and maximum cumulative compensation for services based on unforeseen emergency services not previously anticipated, and therefore not included in the compensation amount.

The parties therefore agree as follows:

1 1. Section 5 of the Agreement as previously amended located at page five (5), line four (4),
2 beginning with the words "If this Agreement" and ending on page five (5), line nine (9) with the
3 word "Agreement," is deleted in its entirety and replaced with the following:

4 "If this Agreement is extended for the maximum two (2) additional one-year
5 renewal periods as provided in section 3 above, then the maximum cumulative
6 amount of compensation for Services under this Agreement shall not exceed
7 \$1,115,615 during the entirety of the extended five-year term of this Agreement
8 with an annual maximum of \$365,615 for year one of the renewal period, and
9 \$200,000 for year two of the renewal period. If this Agreement is only extended
10 for one (1) additional renewal period, then the maximum cumulative amount of
11 compensation for Services under this Agreement shall not exceed \$915,615
12 during the entirety of the extended four-year term of this Agreement with an
13 annual maximum of \$365,615 for the one-year renewal period."

14 2. When both parties have signed this Amendment No. 3, the Agreement, Amendment No.
15 1, Amendment No. 2, and this Amendment No. 3 together constitute the Agreement.

16 3. The Contractor represents and warrants to the County that:

- 17 a. The Contractor is duly authorized and empowered to sign and perform its obligations
18 under this Amendment.
19 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
20 to do so and his or her signature on this Amendment legally binds the Contractor to
21 the terms of this Amendment.

22 4. The parties agree that this Amendment may be executed by electronic signature as
23 provided in this section.

- 24 a. An "electronic signature" means any symbol or process intended by an individual
25 signing this Amendment to represent their signature, including but not limited to (1) a
26 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
27 electronically scanned and transmitted (for example by PDF document) version of an
28 original handwritten signature.

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- b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- 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 Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

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

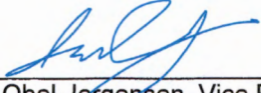
6. The Agreement as previously amended and as amended by this Amendment No. 3 is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Amendment No. 3 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

3 A-C Electric Company

COUNTY OF FRESNO

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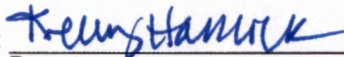


6 Isaac Obel-Jorgensen, Vice President

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

7 A-C Electric Company
8 P.O. Box 81977
9 Bakersfield, CA 93380

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

10
11 By: 
Deputy

12 For accounting use only:

13 Org No.: 9140, 9141, 9145, 9150, 9154, 9163, 9166, 9170, 9172, 9174, 9181, 9244, 9246,
14 9247, 9249, 9250, 9254, 9255, 9301, 9310, 9323, 9324, 9325, 9351, 9357, 9358, 9360, 9361,
9362

Account No.: 7220

15 Fund No.: 0230, 0235, 0740, 0750, 0770, 0780, 0790, 0800, 0801, 0810, 0820, 0830, 0870,
0880, 0890, 0900, 0910, 0920, 0930, 4030

16 Subclass No.: 12150, 12800, 16000, 16120, 16200, 16204, 16205, 16206, 16210, 16211,
16400, 16420, 16430, 16800, 16900, 40680