

AMENDMENT NO. 1 TO SERVICE AGREEMENT 21-227

This Amendment No. 1 to Service Agreement 21-227 ("Amendment No. 1") is dated _____ and is between Auberry Volunteer Fire Department, a California non-profit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 22, 2021, the County and the Contractor entered into agreement number 21-227 ("Agreement"), for the provision of structural fire protection and first responder medical services to the Auberry community in County Service Area 50 (CSA 50).

B. Agreement No. A-21-227 was originally approved with a three-year term and included the option for two one-year extensions, contingent upon the written approval of both parties. The Board authorized the Director of Public Works and Planning to execute such extensions on behalf of the County.

C. On April 24, 2024, the first one-year extension of Agreement No. A-21-227 was executed in accordance with the terms of the Agreement.

D. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation payable by County to Contractor under the Agreement due to increased costs associated with the purchase of a water tender and other necessary equipment.

The parties therefore agree as follows:

1. Section 5 of the Agreement, beginning on page 4, line 6 and ending on page 4, line 28 of the Agreement, is deleted in its entirety and replaced with the following:

"5. COMPENSATION

A. If the COUNTY, at its sole discretion, increases the CONTRACTOR's maximum base cost reimbursement for a given fiscal year pursuant to Section 2.B., the COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for the Services pursuant to Section 5.C. hereof. If the COUNTY does not increase the CONTRACTOR's maximum base cost reimbursement for a given fiscal year pursuant to Section 2.B., the COUNTY agrees to pay

1 CONTRACTOR and CONTRACTOR agrees to receive compensation for the Services pursuant
2 to Section 5.B. hereof.

3 B. Base Amount – COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
4 receive as maximum annual compensation \$72,000 per year for fiscal years 2021-22, 2022-23,
5 and 2023-24 pursuant to Section 6 hereof.

6 C. Base Amount Plus Ten Percent (10%) – COUNTY agrees to pay CONTRACTOR and
7 CONTRACTOR agrees to receive as maximum annual compensation \$79,200 per year for
8 fiscal years 2021-22, 2022-23, and 2023-24, if approved by the COUNTY pursuant to Section
9 2.B. and Section 6 hereof.

10 D. For fiscal years 2024-25 and 2025-26 – Notwithstanding Sections 5.B. and 5.C. above,
11 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive \$104,200 per
12 year for fiscal years 2024-25 and 2025-26 as maximum annual compensation pursuant to this
13 Agreement.

14 E. Maximum Cumulative Compensation – Notwithstanding any other provision in this
15 Agreement, the total compensation for the Services shall not exceed a maximum cumulative
16 total of \$446,000 for the five-year term of the Agreement (fiscal years 2021-22 through 2025-
17 26).”

18 2. When both parties have signed this Amendment No. 1, the Agreement and Amendment
19 No. 1 together shall constitute the Agreement.

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

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

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

- 1 a. An “electronic signature” means any symbol or process intended by an individual
2 signing this Amendment to represent their signature, including but not limited to (1) a
3 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
4 electronically scanned and transmitted (for example by PDF document) version of an
5 original handwritten signature.
- 6 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
7 equivalent to a valid original handwritten signature of the person signing this
8 Amendment for all purposes, including but not limited to evidentiary proof in any
9 administrative or judicial proceeding, and (2) has the same force and effect as the
10 valid original handwritten signature of that person.
- 11 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
12 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
13 2, Title 2.5, beginning with section 1633.1).
- 14 d. Each party using a digital signature represents that it has undertaken and satisfied
15 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
16 through (5), and agrees that each other party may rely upon that representation.
- 17 e. This Amendment is not conditioned upon the parties conducting the transactions
18 under it by electronic means and either party may sign this Amendment with an
19 original handwritten signature.

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

22 6. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
23 provisions of the Agreement not amended by this Amendment No. 1 remain in full force and
24 effect.

25 [SIGNATURE PAGE FOLLOWS]
26
27
28

1 IN WITNESS THEREOF, the parties hereto have executed this Amendment No. 1 as of
2 the day and year first hereinabove written.

3 AUBERRY VOLUNTEER FIRE
4 DEPARTMENT

COUNTY OF FRESNO

5 

6 Rick Moore, President

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

7 Auberry Volunteer Fire Department
8 Auberry, CA 93602

Attest:

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

11 By: _____
Deputy

12 For accounting use only:

13 Org No.: 9248
14 Account No.: 7220
15 Fund No.: 0875
16 Subclass No.: 16480