

**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated December 3, 2024 and is between Pre-Sort Center of Stockton, Inc. dba PacWest Direct, a California corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On February 22, 2022, the County and the Contractor entered into Agreement No. 22-064 (“Agreement”), for presort and mailing services for United States Postal Services (USPS) mail.

B. On September 6, 2024, the Contractor notified the County that they intended to use a subcontractor for duties that were pre-established as the Contractor’s responsibility.

C. The County and the Contractor now desire to amend the Agreement to enable the Contractor to use a subcontractor for duties as needed.

The parties therefore agree as follows:

1. Section 8 “NON-ASSIGNMENT” of the Agreement located on page 5, lines 5-6 are deleted and replaced with the following:

“Neither party shall assign or transfer this Agreement nor their rights under this Agreement without the prior written consent of the other party. The use of a subcontractor for duties as established in Exhibit B is acceptable. The County and the Contractor mutually agree that should the Contractor use a subcontractor, then the Contractor assumes all liability resulting from any service provided and/or work completed by said subcontractor. The Contractor alone is responsible for ensuring that any subcontractor shall abide by the terms set forth in the Agreement and assures that any subcontractor shall be capable of providing the services as defined in the Agreement. Any fees incurred as a result of using a subcontractor shall be the sole responsibility of the Contractor and shall not alter the agreed upon rates between the Contractor and the County in any way.”

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2. Section 10 "INSURANCE" of the Agreement located on page 6, after line 11 is amended to add the following:

a. **"Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors."

3. Section 16 "ENTIRE AGREEMENT" located on page 9, line 28 through page 10, lines 1-3 are deleted and replaced with the following:

" This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to (1) the terms of this Amendment, (2) the Agreement without its exhibits, and (3) the terms of the exhibits."

4. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.

5. The Contractor represents and warrants to the County that:

a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 1.

b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 1 legally binds the Contractor to the terms of this Amendment No. 1.

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

*[SIGNATURE PAGE FOLLOWS]*

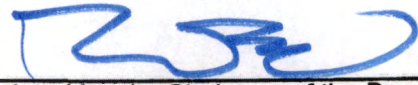
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Pre-Sort Center of Stockton, Inc. dba  
PacWest Direct

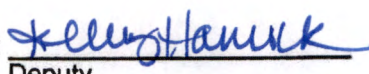
COUNTY OF FRESNO

  
Richard Lovitt, Chief Operating Officer

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

496 S. Uruapan Way  
Dinuba, CA 93618

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

By:   
Deputy

For accounting use only:  
Org No.: 8905  
Account No.: 7267  
Fund No.: 1020  
Subclass No.: 10000