

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1 is dated July 18, 2023 and is between Quinn Company, a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 4, 2019, the County and the Contractor entered into an agreement for landfill equipment maintenance and repair services, which is County agreement number A-19-249 ("Agreement"), to provide specialized maintenance services on landfill equipment at the American Avenue Disposal Site located at 18950 W American Ave, Kerman, California 93630.

B. As the estimated useful lifespan of various landfill equipment shorten and increase of price, costly and unanticipated maintenance and repair services were required for equipment to be operative. This led to a higher estimated cost for maintenance and repair services, and therefore, exceeded the maximum annual fee for the fourth year of the Agreement.

C. The County and the Contractor now desire to amend the Agreement to increase the maximum annual amount by Five Hundred Thousand Dollars (\$500,000). The Amendment shall be retroactive to July 1, 2022.

The parties therefore agree as follows:

1. A portion of Section 6, Paragraph B of the Agreement located on page 6, lines 11 through 14, is deleted in its entirety and replaced with the following:

"B. Fees - Notwithstanding any other provision in this Agreement, the fees for the services required under Article 2 shall be computed at the cost rates shown in Exhibit A, which is incorporated herein, and shall be limited to a maximum annual amount of one million dollars (\$1,000,000) for the first, second, and third year of the Agreement and one million five hundred thousand dollars (\$1,500,000) for the fourth and fifth year of the Agreement, if renewed pursuant to Section 4. Those rates as listed on Exhibit A shall remain in effect for the entire duration of this agreement."

1 2. A portion of Section 6, Paragraph C of the Agreement located on page 7, lines 12
2 through 14, is deleted in its entirety and replaced with the following:

3 “In no event shall services performed under this Agreement be more than one
4 million dollars (\$1,000,000) annually for the first, second, and third year of the
5 Agreement and one million five hundred thousand dollars (\$1,500,000) annually
6 for the fourth and fifth year of the Agreement, if renewed pursuant to Section 4. It
7 is understood that all expenses incidental to CONTRACTOR'S performance of
8 services under this Agreement shall be borne by CONTRACTOR.”

9 3. This Amendment No. 1 shall be effective retroactively to July 1, 2022.

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

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

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

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

18 6. The parties agree that this Amendment may be executed by electronic signature as
19 provided in this section.

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

25 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
26 equivalent to a valid original handwritten signature of the person signing this
27 Amendment for all purposes, including but not limited to evidentiary proof in any
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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.

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

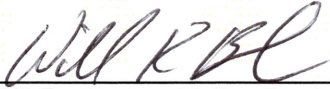
8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

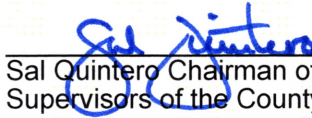
1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 QUINN COMPANY

COUNTY OF FRESNO

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5 


6 Bill Buchanan, Valley Region Manager

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Sal Quintero Chairman of the Board of
Supervisors of the County of Fresno

8 10273 S Golden State
9 Selma, CA 93662

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.: 9026
14 Account No.: 7205
15 Fund No.: 0700
16 Subclass No.: 15000