

## **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated January 28, 2025 and is between Quinn Company, a California ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

## Recitals

A. The County and the Contractor previously entered into Procurement Agreement No. P-20-278-P (“Original Agreement”) for Caterpillar Original Equipment Manufacturer (OEM) parts and repairs, with a total maximum compensation payable of \$625,000, effective August 15, 2020, for a potential five-year term not to exceed August 14, 2025.

B. On September 5, 2023, the County and the Contractor entered into County agreement number A-23-475 (“Agreement”), for Caterpillar Original Equipment Manufacturer (“OEM”) parts and repairs provided by the Contractor and increased the maximum compensation from \$625,000 to \$920,000.

C. Following the execution of the Agreement, the County purchased additional pieces of Caterpillar equipment, resulting in an amplified need for replacement parts and repair services to account for this increase in equipment, as regularly scheduled maintenance, parts replacement, and repairs ensure operational efficiency and reduce downtime.

D. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation by \$320,000, for a total of \$1,240,000, with no change to the potential five-year term, to address the County's need for additional parts and repairs.

The parties therefore agree as follows:

1. Section 3.2 of the Agreement located at page 2 is deleted in its entirety and replaced with the following:

**“3.2 Maximum Compensation.** The maximum compensation payable to the Contractor under this potential five-year term Agreement shall not exceed \$1,240,000. This amount includes compensation already paid to the Contractor, which to date totals \$857,589, for both parts and labor services. This leaves a

balance of up to \$382,411 of compensation payable over the remaining potential five-year term.

The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement."

2. Section 12.11 ENTIRE AGREEMENT located at Page 11 is deleted and replaced with the following:

**12.11 Entire Agreement.** This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Amendment No. 1; (2) the Agreement [excluding Exhibits A through D]; and (3) Exhibits A through D.”

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

4. 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.

5. The parties agree that this Amendment No. 1 may be executed by electronic signature as provided in this section.

a. An “electronic signature” means any symbol or process intended by an individual signing this Amendment No. 1 to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 1 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 No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.

6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.

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

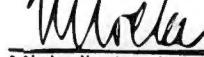
4                    *[SIGNATURE PAGE FOLLOWS]*

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

3 QUINN COMPANY

4 COUNTY OF FRESNO

5 

6 Michelle Locke, Chief Financial Officer  
7 10006 Rose Hills Rd  
8 City of Industry, CA 90601

9 

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

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

16 By:   
17 Deputy

18 For accounting use only:

19 Org No.: 8910  
20 Account No.: 7205  
21 Fund No.:1000  
22 Subclass No.:10000