

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 13th day of July, 2021, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and Belfor USA Group Inc., DBA Belfor Property Restoration, a Colorado corporation, whose address is 185 Oakland Avenue, Suite 150, Birmingham, Michigan, 48009 ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-17-456, dated September 12th, 2017 ("Agreement"), pursuant to which CONTRACTOR agreed to provide disaster/emergency restoration and repair services to COUNTY;

WHEREAS, COUNTY has experienced unanticipated disaster/emergency restoration and repair needs; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the total compensation amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 5 – "COMPENSATION/INVOICING," subsection (B) of the Agreement, located on page 6, lines 2 through 5, is deleted in its entirety, and replaced with the following:

"B. Notwithstanding any other provision of this Agreement, the maximum compensation amount for the services required under this Agreement shall not exceed a total of \$3,500,000 for the entire potential five-year term of this Agreement."

COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the Agreement and, that upon execution of this First Amendment, the Agreement and this First Amendment together shall be considered the Agreement.

The parties agree that this First Amendment may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this First Amendment 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

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

13           The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
14 covenants, conditions, and promises contained in the Agreement and not amended herein shall  
15 remain in full force and effect.

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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3 **CONTRACTOR**

**COUNTY OF FRESNO**

*Paul Suchowski*

4 Paul Suchowski (Jun 16, 2021 14:34 EDT)

5 (Authorized Signature)

Steve Brandau  
Chairman of the Board of Supervisors of  
the County of Fresno

6 Paul Suchowski, Controller

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8 Belfor Property Restoration  
4328 N Brawley Avenue  
9 Fresno, CA 93722

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

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17 By: *Josie Cruz*  
Deputy

18 FOR ACCOUNTING USE ONLY:

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Fund: 1045

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Subclass: 10000

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ORG: 8935

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Account: 7295

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