

**FIRST AMENDMENT TO AGREEMENT WITH RR-M REYNA**

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into on November 16, 2021, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and RR-M Reyna, a California corporation doing business as R & R Transport, whose address is 1811 Hedges Ave Fresno, CA ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No.19-403, dated August 20, 2021 ("Agreement"), pursuant to which CONTRACTOR agreed to provide professional decedent removal services to COUNTY;

WHEREAS, COUNTY has experienced an unanticipated increased volume of service requests for CONTRACTOR's services; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to allow the CONTRACTOR to provide additional services to meet this increased service volume required by the COUNTY, and increase the maximum compensation value amount accordingly.

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

1. Section Five (COMPENSATION/INVOICING) of the Agreement, located on page four, line 26, through page five, line 6, is deleted in its entirety, and replaced with the following:

" The maximum compensation amount payable by COUNTY under this Agreement for services rendered by CONTRACTOR from May 16, 2019 to May 15, 2022 shall not exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000). The maximum compensation amount payable by COUNTY under this Agreement for services rendered by CONTRACTOR shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for each twelve (12) month extension period of this Agreement, pursuant to Section 3 of this Agreement. In no event shall compensation paid for services performed under this Agreement exceed TWO MILLION DOLLARS (\$2,000,000) during the entire term of this Agreement, inclusive of the two optional extended periods."

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

1 Amendment together shall be considered the Agreement.

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

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

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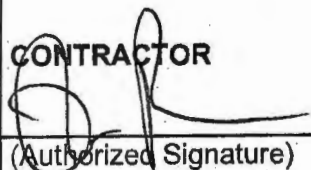
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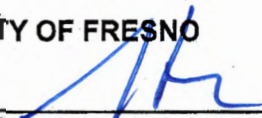
1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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**CONTRACTOR**

**COUNTY OF FRESNO**

  
\_\_\_\_\_  
(Authorized Signature)

  
\_\_\_\_\_  
Steve Brandau, Chairman of the Board  
of Supervisors of the County of Fresno

**RAUL REYNA CEO**  
\_\_\_\_\_  
Print Name & Title

**1811 E HEDGES**  
\_\_\_\_\_  
**FRESNO, CAL 93703**  
\_\_\_\_\_  
Mailing Address

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

By:   
\_\_\_\_\_  
Deputy

**FOR ACCOUNTING USE ONLY:**

Fund: 0001  
Subclass: 10000  
ORG 31117000  
Account 7295