

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 25th day of May, 2021 ("Effective Date"), by and between COUNTY OF FRESNO, a political subdivision of the state of California, Fresno, California ("COUNTY"), and Better Enterprises, Inc., a California corporation, whose address is 1148 N. Cypress, Fresno, CA 93727 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 20-178, dated May 12, 2020 ("Agreement"), pursuant to which CONTRACTOR agreed to provide repair, remodeling, and other repetitive work to COUNTY, to be done according to unit prices, as authorized by Public Contract Code section 20128.5;

WHEREAS, COUNTY has experienced an unanticipated volume of repair, remodeling, and other repetitive work; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the total annual 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 4. COMPENSATION of the Agreement, located on page 6, lines 14 through 18, is deleted in its entirety, and replaced with the following:

"CONTRACTOR shall receive the opportunity to perform Job Orders totaling a minimum of at least twenty-five thousand dollars (\$25,000) during the Agreement term. The total value of all Job Orders ("Maximum Agreement Value") performed by CONTRACTOR shall not exceed \$4,900,000. Any increase in the Maximum Agreement Value shall only be by amendment to the Agreement, pursuant to Section 11."

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

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

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

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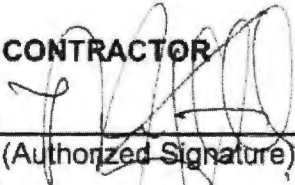
1 EXECUTED AND EFFECTIVE as of the date first above set forth.

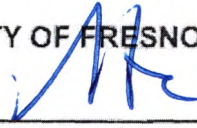
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3 **CONTRACTOR**

COUNTY OF FRESNO

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(Authorized Signature)



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

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MARC KONIKTHIAN, CEO

7

Print Name & Title

8

P. O. Box 6139

9

Fresno CA 93703

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Mailing Address

ATTEST:

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

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By: 
Deputy

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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: 7205

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