

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated June 18, 2024 and is between Better Enterprises, Inc., a California corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On August 22, 2023, the County and the Contractor entered into County agreement number A-23-418 (“Agreement”), for repair, remodeling, or other repetitive work to be done according to unit prices, on an annual basis, according to Public Contract Code §20128.5.

B. The Contractor has successfully performed such Job Order Contracting (JOC) work for the County under the Agreement. The County has identified additional projects that are in need completion and wish to contract out such work through available JOC agreements.

C. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation.

The parties therefore agree as follows:

1. Section 3 – Maximum Compensation of the Agreement, located on page 22, lines 1 through 3, is deleted in its entirety and replaced with the following:

“The maximum compensation payable to the Contractor under this Agreement, for all Job Orders (“Maximum Agreement Value”) performed by the Contractor, shall not exceed \$5,000,000. There is no Minimum Contract Value.”

2. Section 14.41 – Entire Agreement of the Agreement, located on page 42, lines 5 through 12, is deleted and replaced with the following:

“This Agreement, including its exhibits, 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

1 inconsistency shall be resolved by giving precedence in the following order of
2 priority: (1) the text of this Amendment No. 1 (2) the text of the Agreement
3 without its exhibits; and (3) the terms of the Exhibits A through H.”

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

6 4. The Contractor represents and warrants to the County that:

7 a. The Contractor is duly authorized and empowered to sign and perform its obligations
8 under this Amendment No. 1.

9 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
10 authorized to do so and his or her signature on this Amendment No. 1 legally binds
11 the Contractor to the terms of this Amendment No. 1.

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

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

17 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 BETTER ENTERPRISES, INC.

COUNTY OF FRESNO

4 Marc Kerkochian



5 Marc Kerkochian (May 8, 2024 11:20 PDT)

6 Marc Kerkochian, President

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

7 1148 N. Cypress Avenue
8 Fresno, CA 93727

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

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10
11 By: Alexander Jimin
Deputy

12 For accounting use only:

13 Org No.: 8935
14 Account No.: 7295
15 Fund No.: 1045
16 Subclass No.: 10000
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