

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "First Amendment") is made and entered into this 1st day of May, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, (hereinafter "COUNTY"), and RR-M Reyna, Inc., a California corporation doing business as R & R Transport, whose address is 1811 E. Hedges Ave., Fresno, California, 937C3 hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 14-258, dated 20th day of May, 2014 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to perform professional decedent removal services; and

WHEREAS, COUNTY desires to increase the annual maximum so that the COUNTY Sheriff's Offices may receive a greater quantity of services under the Agreement; and

WHEREAS, COUNTY desires to increase the annual maximum so that the Sheriff's Office may expend up to \$200,00.00 per year on the costs for services CONTRACTOR provides under the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement, in order to increase the annual maximum that COUNTY may expend on the costs for services provided to the Sheriff's Offices to \$200,000, which increases the total Agreement maximum to \$870,000, and to clarify the terms in the Agreement.

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

1. Section Five (5) (COMPENSATION/INVOICING) of the Agreement, Page Four (4), lines Twenty-Three (23) through Twenty-Eight (28) are deleted in their entirety and replaced with the following:

"The maximum amount payable by COUNTY under this Agreement for services rendered by CONTRACTOR from May 16, 2014 to May 15, 2017 shall not exceed FOUR HUNDRED AND SEVENTY THOUSAND DOLLARS AND NO CENTS (\$470,000). The maximum amount payable by COUNTY under this Agreement for

1 services rendered by CONTRACTOR shall not exceed TWO HUNDRED THOUSAND
2 DOLLARS AND NO CENTS (\$200,000.00) for each twelve (12) month term this
3 Agreement is extended pursuant to Section 3 of this Agreement, entitled "Term".

- 4 2. EXHIBIT "C"; CONTRACTOR'S RESPONSE TO COUNTY'S REQUEST FOR
5 QUOTATION NO. 962-5246, is clarified at the page marked "Page 16" in the top upper-
6 right-hand corner, but only as the page relates to "Basis for Award". Under section
7 entitled "Basis for Award", the column of numbers under "QTY", the column of monetary
8 values under "TOTAL", and the monetary value of \$272,890.50 in the bottom-right hand
9 corner, do not limit the quantity of services that may be provided by CONTRACTOR or
10 the amounts payable by COUNTY for such services under Section 5 of this Agreement.
11 The monetary values under "UNIT RATE" continue unchanged and serve as the only
12 agreed upon amounts CONTRACTOR may charge COUNTY for the respective services
13 under "Basis for Award."

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

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

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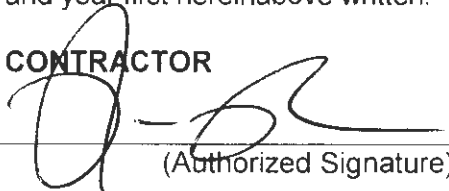
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1 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day
2 and year first hereinabove written.

3 **CONTRACTOR**

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5 (Authorized Signature)

COUNTY OF FRESNO

6 
7 Sal Quintero, Chairperson of the Board of
8 Supervisors of the County of Fresno

9 RAUL REYNA President
10 Print Name & Title

11 1811 E HEDGES

12 FRESNO, CA 93703
13 Mailing Address

14 **ATTEST:**

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

18 By: Susan Bishop
19 Deputy

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25 **FOR ACCOUNTING USE ONLY:**

26 **ORG No.:** 31117000

27 **Account No.:** 7295
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