

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made and entered into this 26th day of February, 2019 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California, ("COUNTY"), and Action Towing & Dive Team, Inc., address 2822 E California Ave 93721-3303, Herndon Towing, address 5030 E Jensen Ave, Fresno, CA 93725-4010, and TNT Towing, address PO Box 342, Kerman, CA 93630-0342, (each a "CONTRACTOR" and collectively "CONTRACTORS"), and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY. COUNTY and each CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, COUNTY entered into Procurement Agreement Number P-16-239-P, effective June 1, 2016 (the "Agreement"), pursuant to which CONTRACTORS agreed to provide towing and Emergency Road Services;

WHEREAS, the Parties entered into Amendment Number One (1), dated July 21, 2016 ("First Amendment") to add the Public Works and Planning Department - American Avenue Disposal Site as a billing Department to the Agreement; the Agreement and Amendment Number One may be referred to collectively as the Agreement, as Amended; and

WHEREAS, COUNTY would again like to amend the Agreement, as Amended to increase the maximum Agreement value, and to add COUNTY'S standard Disclosure of Self-Dealing Transactions provision;

WHEREAS, CONTRACTORS are willing to continue to extend Towing and Emergency Road Services to COUNTY pursuant to the Agreement, as Amended; and

WHEREAS, in light of the foregoing, the Parties now wish to enter into this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree that the Agreement, as Amended shall be again amended

1 by this Second Amendment, and further agree as follows:

- 2
- 3 1. The MAXIMUM Section of the Agreement, as Amended, as set forth on page one (1) of
- 4 the Agreement, shall be deleted in its entirety and replaced with the following:

5

6 "MAXIMUM: In no event shall services performed under this Agreement exceed two

7 hundred thousand dollars (\$200,000) for the term of this Agreement, inclusive of

8 renewal periods."

- 9
- 10 2. The following Section shall be added to page four (4) of the Agreement as Amended,
- 11 after the Section marked "GOVERNING LAWS", and shall be made a part of the
- 12 Agreement, as Amended. The referenced Attachment B shall be inserted at the end of
- 13 the Agreement, as Amended:

14

15 "DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only

16 applicable if CONTRACTOR is operating as a corporation (a for-profit or non-profit

17 corporation) or if during the term of this Agreement, CONTRACTOR changes its

18 status to operate as a corporation.

19

20 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing

21 transactions that they are a party to while CONTRACTOR is performing services

22 under this Agreement. A self-dealing transaction shall mean a transaction to

23 which CONTRACTOR is a party and in which one or more of its directors has a

24 material financial interest. Members of the Board of Directors shall disclose any

25 self-dealing transactions that they are a party to by completing and signing a

26 Self-Dealing Transaction Disclosure Form (Attachment B) and submitting it to the

27 COUNTY prior to commencing with the self-dealing transaction or immediately

28 thereafter."

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

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

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

3
4 **CONTRACTOR**

5 See attached Contractor Signature Pages
6
7 _____

COUNTY OF FRESNO



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

ATTEST:

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

By: Susan Bishop
Deputy

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9
10
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14
15
16 **FOR ACCOUNTING USE ONLY:**

17 Fund No.: 1000, 0001, 7205, and others
18 depending on the size of the
19 projects and other
20 departments

21 Subclass No.: 10000, and 15000, and
22 others depending on the size
23 of the projects and other
24 departments

25 Org No.: 8910 & 8911 (Fleet), 3111
26 (Sheriff), 9026 (AADS) and
27 others depending on the size
28 of the projects and other
departments.

1 **CONTRACTOR SIGNATURE PAGE**

2
3 By: _____

4 Print Name: John DeCicco 

5 Title: President _____

6 Date: _____

7
8 By: _____

9 Print Name: Jessica DeCicco 

10 Title: Secretary of Corporation _____

11 Date: _____

12
13 E-Mail Address for Notices: actionoffice@yahoo.com

14 E-Mail Notice Contact Person's Name and Title: John DeCicco, President

15
16 Company Name: Action Towing & Dive Team, Inc.

17 Mailing Address: 2822 E California Ave

18 City, State & Zip Code: Fresno, CA 93721-3303

19 *State in Which the Company Originally Registered: California

20
21 Telephone Number: (559) 498-9999

22 Fax Telephone Number: (559) 498-9949

1 CONTRACTOR SIGNATURE PAGE

2
3 By: [Signature]

4 Print Name: James Deatherage

James D. Deatherage

5 Title:

6 Owner

President

7 Date:

2-6-19

8
9 By: [Signature]

10 Print Name: Sue Deatherage

11 Title:

Secretary

12 Date:

2/6/19

13
14 E-Mail Address for Notices: herndontowing@hotmail.com

15 E-Mail Notice Contact Person's Name and Title: James Deatherage, Owner

16
17 Company Name:

Herndon Towing

18 Mailing Address:

5030 E Jensen Ave

19 City, State & Zip Code:

Fresno, CA 93725-4010

20 *State in Which the Company Originally Registered:

California

21
22 Telephone Number:

(559) 431-3334

23 Fax Telephone Number:

(559) 431-5535

CONTRACTOR SIGNATURE PAGE

By: _____

Rhonda Tate

Print Name: Rhonda Tate

Rhonda Tate

Title: Co-Owner

Date:

2/5/19

By: _____

[Signature]

Print Name: Chris Tate

Chris Tate

Title: Co-Owner

Date:

2/5/19

E-Mail Address for Notices: tnttowingllc1@yahoo.com

E-Mail Notice Contact Person's Name and Title: Rhonda Tate, Co-Owner

Company Name: TNT Towing

Mailing Address: PO Box 342

City, State & Zip Code: Kerman, CA 93630-0342

*State in Which the Company Originally Registered: California

Telephone Number: (559) 291-9813

Fax Telephone Number: (559) 444-0177

ATTACHMENT B
PARTICIPATING CONTRACTORS

CONTRACTOR	ADDRESS	GIVE AND RECEIVE NOTICES
Action Towing & Dive Team, Inc.	2822 E California Ave Fresno, 93721-3303	John DeCicco, President (559) 498-9999 actionoffice@yahoo.com
Herndon Towing	5030 E Jensen Ave Fresno CA 93725-4010	James Deatherage, Owner (559) 431-3334 herdontowing@hotmail.com
TNT Towing	PO Box 342 Kerman, CA 93630-0342	Rhonda Tate, Co-Owner (559) 291-9813 tnttowingllc1@yahoo.com

1 **ATTACHMENT C**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as
4 "County"), members of a contractor's board of directors (hereinafter referred to as
5 "County Contractor"), must disclose any self-dealing transactions that they are a party
6 to while providing goods, performing services, or both for the County. A self-dealing
7 transaction is defined below:

8 *"A self-dealing transaction means a transaction to which the corporation is a party and*
9 *in which one or more of its directors has a material financial interest"*

10 The definition above will be utilized for purposes of completing this disclosure form.

11 **INSTRUCTIONS**

12 (1) Enter board member's name, job title (if applicable), and date this disclosure is
13 being made.

14 (2) Enter the board member's company/agency name and address.

15 (3) Describe in detail the nature of the self-dealing transaction that is being
16 disclosed to the County. At a minimum, include a description of the following:

17 a. The name of the agency/company with which the corporation has the
18 transaction; and

19 b. The nature of the material financial interest in the Corporation's
20 transaction that the board member has.

21 (4) Describe in detail why the self-dealing transaction is appropriate based on
22 applicable provisions of the Corporations Code.

23 (5) Form must be signed by the board member that is involved in the self-dealing
24 transaction described in Sections (3) and (4).

(1) Company Board Member Information:

	Date:	

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

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(5) Authorized Signature

Signature:		Date:	
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