

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT, ("First Amendment") to Agreement No. 16-655 is made and entered into 8th day of October 2019 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Quinn Company, Inc., a California corporation, dba Quinn Rental Services whose address is 3495 S. Bagley Avenue, Fresno, CA 93725 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 16-655, dated November 15, 2016 ("Agreement"), pursuant to which CONTRACTOR agreed to provide heavy equipment rental for its Road Maintenance & Operations Division and Resource Division. The Agreement allowed for annual maximums for the Road Maintenance & Operations Division in the amount of \$200,000, with a maximum spend of \$1,000,000 for the entire five-year term, and allowed for annual maximums for the Resources Division in the amount of \$50,000, with a maximum spend of \$250,000 for the entire potential five-year term of the Agreement;

WHEREAS, COUNTY and CONTRACTOR now desire to further amend the Agreement to remove the yearly limitation of amounts payable for services on each year for more flexibility in allocating and spending funds throughout the remaining term of the Agreement.

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

The portion of section 5. COMPENSATION of Agreement No. 16-655, as set forth in the Agreement beginning on page 2, line 17 with the word "In" and ending on page 2, line 26 with the Word "Nickel" is hereby deleted and replaced with the following:

"In no event shall the maximum total compensation payable under this Agreement exceed \$1,250,000 for the Road Maintenance and Resources Division over the entire potential five-year term of this Agreement." It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR."

1 This First Amendment shall be retroactive to November 15, 2016, so that COUNTY may utilize
2 funds allocated under the Agreement, as Amended, which had remained from prior contract years.

3 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the
4 Agreement and that upon execution of this First Amendment, the Agreement and the First
5 Amendment, shall together constitute the complete Agreement between the parties.

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

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

CONTRACTOR

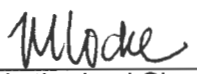
Quinn Rental Services

COUNTY OF FRESNO


Authorized Signature

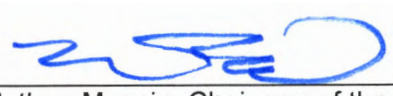
Henry Quan President

Printed Name and Title


Authorized Signature

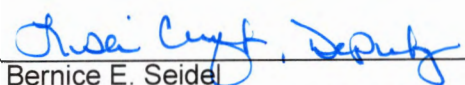
Michelle Locke CFO

Printed Name and Title


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

ATTEST:

By:


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

Fund/Subclass:	0010/11000	0720/15000	0700/15000	0710/15000
Org.	4510	9020	9026	9028
Account No.:	7355	7355	7355	7355