

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT, ("First Amendment") to Agreement No. 17-054 is made and entered into 10th day of Dec., 2019 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and AAA Quality Services, Inc., a California corporation, whose address is 321 E. Noble Avenue, Farmersville, CA 93223 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 17-054, dated February 28, 2017 ("Agreement"), pursuant to which CONTRACTOR agreed to provide portable chemical toilet rental and portable chemical toilet maintenance services. The Agreement allowed for a \$2,000 annual maximum compensation payable for the Sheriff-Coroner, with a maximum spend of \$10,000 for the term, an \$8,000 annual maximums for the Department of Social Services, with a maximum spend of \$40,000 for the term, and various annual maximums for different divisions within the Public Works & Planning Department that include the following: a \$1,000 annual maximum for Construction, \$6,000 for the Road Maintenance & Operations Division, \$10,000 annual maximum for Parks, and a \$20,000 annual maximum for Resources (for a maximum spend of \$185,000 for the term. The Agreement allowed for a maximum spend of \$235,000 for the term;

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 IV. INVOICING of Agreement No. 17-054, as set forth in the Agreement beginning on page 2, with the word "CONTRACTOR" and ending on page 2, with the word "invoice" is hereby deleted and replaced with the following:

"CONTRACTOR shall submit invoices in accordance with the rates and charges specified

1 in Attachment A. CONTRACTOR shall submit itemized invoices to the requesting County
2 department. Each invoice shall reference this Agreement number and include any other identifying
3 information as requested by the COUNTY. COUNTY will pay CONTRACTOR within forty-five (45)
4 days of receipt of an approved invoice.

5 The portion of section V. COMPENSATION of Agreement No. 17-054, as set forth in the
6 Agreement beginning on page 2, with the word "In" and ending on page 3, with the number
7 "\$10,000" is hereby deleted and replaced with the following:

8 "In no event shall the maximum total compensation payable under this Agreement
9 exceed \$260,000 over the term of this Agreement. It is understood that all expenses incidental
10 to CONTRACTOR's performance of services under this Agreement shall be borne by
11 CONTRACTOR."

12 The column of the table in section V. COMPENSATION of Agreement No. 17-054, as set
13 forth in the Agreement on page 3 titled "Five Year Term" shall be deleted and replaced with "Term."

14 The following sentence shall be added to the end of the section VI TERM of Agreement
15 No. 17-054:

16 "The term of the Agreement shall include the three-year initial term and any extensions
17 thereto."

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

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

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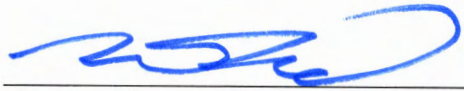
EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

AAA Quality Services, Inc.

COUNTY OF FRESNO


Authorized Signature



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

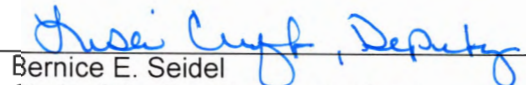
Terry S. Fandel Division Manager
Printed Name and Title


Authorized Signature

ATTEST:

Terry Thompson Corp Officer
Printed Name and Title

By:


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

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|----------------|------------|------------|------------|------------|------------|
| Fund/Subclass: | 0001/10000 | 0010/11000 | 7001/00001 | 0001/10000 | 0700/15000 |
| Org. | 3111 | 4510 | 5610 | 7910 | 9026 |
| Account No.: | 7295 | 7295 | 7295 | 7430 | 7295 |