

**RETROACTIVE AMENDMENT NO. 2 TO MASTER AGREEMENT FOR WASTE TIRE
HAULING AND DISPOSAL SERVICE**

This Retroactive Amendment No. 2 to Master Agreement for Waste Tire Hauling and Disposal Service ("Amendment No. 2") is dated _____ and is between the County of Fresno, a political subdivision of the State of California ("County") and each of the contractors listed in Exhibit A, a California corporation ("Contractor").

Recitals

A. On September 12, 2021, the County and the Contractor entered into Master Agreement for Waste Tire Hauling and Disposal Service, which is County Agreement number 22-046 ("Agreement"), for hauling, disposal, and recycling of waste tires in compliance with applicable laws and regulations.

B. On February 9, 2022, the County and the Contractor entered into First Amendment to Master Agreement for Retroactive Waste Tire Hauling and Disposal Service to add West Coast Rubber Recycling, Inc. as a contractor under the Agreement.

C. During the first extension, which constitutes the fourth year of the Agreement, the County experienced a substantial increase in the volume of waste tires requiring hauling and disposal services. As a result, the existing annual expenditure limit has become impractical given the increased demand and frequency of services.

D. The County has identified unexpended funds from prior Agreement periods that could be more effectively used if rolled over to subsequent years, rather than being restricted by the current annual spending cap.

E. The County wishes to increase the contract amount by Twenty-Five Thousand Dollars (\$25,000) to cover finance charges and unforeseen service demands.

F. The County and the Contractor now desire to further amend the Agreement to remove the annual expenditure limit and allow unspent funds from prior years to roll over, thereby providing greater financial flexibility and ensuring a timely response to service demands.

The parties therefore agree as follows:

1 1. Section 4 of the Agreement located at page 3, lines 24 through 28, and page 4 , lines 1
2 through 3, is deleted in its entirety and replaced with the following:

3 “COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agree to
4 receive compensation at the rates quoted on the CONTRACTOR’s Quotation
5 Forms, identified in sub-parts as Exhibit C, when services are requested by
6 authorized staff from the various Department divisions. The total maximum
7 amount for the services during the three (3) year initial and the two (2) one-year
8 renewal periods shall not exceed One Million Fifty Thousand Dollars
9 (\$1,050,000.00). It is understood that all expenses incidental to
10 CONTRACTOR'S performance of services under this Agreement shall be borne
11 by CONTRACTOR.”

12 2. When both parties have signed this Amendment No. 1, the Agreement, and this
13 Amendment No. 2 together constitute the Agreement.

14 3. This Amendment No. 2 shall be effective retroactively to July 1, 2025.

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

16 a. The Contractor is duly authorized and empowered to sign and perform its obligations
17 under this Amendment.

18 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
19 to do so and his or her signature on this Amendment legally binds the Contractor to
20 the terms of this Amendment.

21 5. The parties agree that this Amendment may be executed by electronic signature as
22 provided in this section.

23 a. An “electronic signature” means any symbol or process intended by an individual
24 signing this Amendment to represent their signature, including but not limited to (1) a
25 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
26 electronically scanned and transmitted (for example by PDF document) version of an
27 original handwritten signature.
28

- 1 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
2 equivalent to a valid original handwritten signature of the person signing this
3 Amendment for all purposes, including but not limited to evidentiary proof in any
4 administrative or judicial proceeding, and (2) has the same force and effect as the
5 valid original handwritten signature of that person.
- 6 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
7 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
8 2, Title 2.5, beginning with section 1633.1).
- 9 d. Each party using a digital signature represents that it has undertaken and satisfied
10 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
11 through (5), and agrees that each other party may rely upon that representation.
- 12 e. This Amendment is not conditioned upon the parties conducting the transactions
13 under it by electronic means and either party may sign this Amendment with an
14 original handwritten signature.

15 6. This Amendment may be signed in counterparts, each of which is an original, and all of
16 which together constitute this Amendment.

17 7. The Agreement as previously amended and as amended by this Amendment No. 2 is
18 ratified and continued. All provisions of the Agreement as previously amended and not
19 amended by this Amendment No. 2 remain in full force and effect.

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

3
4 AMERICAN REFUSE, INC.

COUNTY OF FRESNO

5
6  10/13/2025
7 Sherwin Smith, General Manager

8 1316 J Street
9 Wasco, CA 93280

Ernest Buddy Mendes, 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

10 WEST COAST RUBBER RECYCLING, INC.

11 
12

13 James Hornung, Transportation Manager

14 1501 Lana Way
15 Hollister, CA 95023

By: _____
Deputy

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17
18 **FOR ACCOUNTING USE ONLY:**

19 Org No.: 55122210 55122211 4510 9026
20 Account No.: 7295 7295 7295 7295
21 Fund No.: 0001 0001 0010 0700
22 Subclass No.: 10000 10000 11000 15000
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