

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated _____ and is between Kochergen Farms Composting Inc., a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. WHEREAS, on July 9, 2024, the County and the Contractor entered into a service agreement with Kochergen Farms Composting, Inc. for the provision of green waste removal services at American Avenue Disposal Site, which is County Agreement No. 24-391 ("Agreement").

B. WHEREAS, since the execution of the Agreement, the County have observed a significant and unanticipated increase in the volume of green waste being processed, resulting in higher operational costs and capacity constraints not contemplated at the time the Agreement was executed.

C. WHEREAS, the Agreement did not account for contamination fees associated with improper sorting or disposal of non-green waste materials, which have now become necessary due to the increased handling, sorting, and contamination mitigation efforts required to maintain regulatory compliance and service quality.

D. WHEREAS, The County and the Contractor now desire to amend Section 3.2 of the Agreement to eliminate the annual maximum compensation and increase the maximum compensation payable to the Contractor to account for contamination fees, related charges, and the increased volume of green waste, in order to more accurately reflect current service levels and maintain a fair and sustainable contractual relationship.

The parties therefore agree as follows:

1. Section 3.2 of the Agreement at page 2, beginning at line 15 and ending at line 23 with the word "Agreement." is deleted in its entirety and replaced with the following:

"3.2 Maximum Compensation. The maximum total compensation payable to the Contractor under this Agreement, including all terms and any extension

1 periods, shall not exceed four hundred fifty thousand dollars (\$450,000). This
2 amount represents the total not-to-exceed amount for all services provided under
3 the Agreement.”

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

6 3. This Amendment No. 1 shall be effective retroactively to April 1, 2025.

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

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

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

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

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

20 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
21 equivalent to a valid original handwritten signature of the person signing this
22 Amendment for all purposes, including but not limited to evidentiary proof in any
23 administrative or judicial proceeding, and (2) has the same force and effect as the
24 valid original handwritten signature of that person.

25 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
26 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
27 2, Title 2.5, beginning with section 1633.1).
28

1 d. Each party using a digital signature represents that it has undertaken and satisfied
2 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
3 through (5), and agrees that each other party may rely upon that representation.

4 e. This Amendment is not conditioned upon the parties conducting the transactions
5 under it by electronic means and either party may sign this Amendment with an
6 original handwritten signature.

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

9 7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
10 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
11 effect.

12 [SIGNATURE PAGE FOLLOWS]
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1 IN WITNESS WHEREOF, the parties are signing this Amendment No. 1 on the date
2 stated in the introductory clause.

3
4 **KOCHERGEN FARMS COMPOSTING, INC.**

COUNTY OF FRESNO

5 Mike J Kochergen

6 Mike J Kochergen / Jun 19, 2025 09:09 AM

(Authorized Signature)

Ernest Buddy Mendes, Chairman
of the Board of Supervisors of
the County of Fresno

8 Mike J Kochergen, President

Print Name and Title

9 PO Box 11006

10 Mailing Address

11 Fresno, CA 93771

12 City, State, and Zip Code

ATTEST:

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

By _____

Deputy

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21 **FOR ACCOUNTING USE ONLY**

22 **ORG No. 9026**

Account No. 7295

23 **Fund No. 0700**

24 **Subclass No.15000**


County of Fresno - 24-046 - Amendment

Final Audit Report

2025-06-19

Created:	2025-06-19
By:	Katrina Kochergen (katrina@allvalleyenv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuSq1dkGqYud9Wj7TPixDIHkuANYQjp42

"County of Fresno - 24-046 - Amendment" History

-  Document created by Katrina Kochergen (katrina@allvalleyenv.com)
2025-06-19 - 4:06:26 PM GMT- IP address: 98.97.63.26
-  Document emailed to mike@allvalleyenv.com for signature
2025-06-19 - 4:06:57 PM GMT
-  Email viewed by mike@allvalleyenv.com
2025-06-19 - 4:08:33 PM GMT- IP address: 204.14.161.174
-  Signer mike@allvalleyenv.com entered name at signing as Mike J Kochergen
2025-06-19 - 4:09:11 PM GMT- IP address: 204.14.161.174
-  Document e-signed by Mike J Kochergen (mike@allvalleyenv.com)
Signature Date: 2025-06-19 - 4:09:13 PM GMT - Time Source: server- IP address: 204.14.161.174
-  Agreement completed.
2025-06-19 - 4:09:13 PM GMT



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