

Addendum to Agreement for application # 1754654

WHEREAS, Ray A. Morgan Company ("Dealer") and City of Fresno, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein. Any and all references to "Application or Agreement #1846446" are hereby replaced with "Application or Agreement #1754654."

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (29885 (2017) Rev. 05/08/2020) are changed as follows:

EQUIPMENT DESCRIPTION: The following section is deleted in its entirety from RFP 9592, SERVICE CONTRACT, III GENERAL CONDITIONS (Page 29): "3. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination."

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: The current paragraph is amended by removing sentences 3 through 10. Sentence 13 is amended to the following; "If a loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this agreement." Sentence 15 is removed in its entirety.

5. ASSIGNMENT: The following sentence is inserted immediately after the fourth sentence: "Upon commencement, the Agreement will be assigned to GreatAmerica Financial Services Corporation."

7. INSPECTIONS AND REPORTS: Paragraph 7 is amended by deleting it in its entirety.

8. END OF TERM: Paragraph 8 is amended by deleting "12-month renewal term(s)" and replacing with "month-to-month terms" in the first sentence.

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

CITY OF FRESNO,
a California municipal corporation

DocuSigned by:
By: Bryon Horn 5/31/2022
Bryon Horn
Chief Information Officer

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By: Brandon Collet 5/31/2022
Brandon M. Collet
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Bryon Horn
Chief Information Officer
2600 Fresno Street, Room 1059
Fresno, CA 93721
Phone: (559) 621-7119
FAX: (559) 457-1045

RAY MORGAN COMPANY,
a California corporation

By: Clint Phillips
Name: Clint Phillips
Title: Executive V.P.
(If corporation or LLC, Board Chair, Pres.
or Vice Pres.)

By: John M. Fortino Jr.
Name: John M. Fortino Jr.
Title: CFO
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

CONTRACTOR:
Ray Morgan Company
Attention:

Phone: () 805-503-2823
FAX: () 559-439-8327