

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered is made and entered into this 26th day of May, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California (hereinafter "COUNTY"), and LINCOLN TRAINING CENTER, a 501 (c) (3), whose address is 2643 Loma Avenue, South El Monte, California 91733, (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-14-250, dated May 6, 2014, Amendment I thereto on July 10, 2018 (hereinafter "Agreement") pursuant to which CONTRACTOR agreed to provide routine and special janitorial services to COUNTY, and Amendment II to that Agreement, dated June 18, 2019, pursuant to which COUNTY and CONTRACTOR agreed to extend the Agreement by one additional twelve-month period, effective July 1, 2019 through June 30, 2020.

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

1. Section 3 of the Agreement, "TERM" located on page 4, lines 14 through 16, is deleted in its entirety and replaced with the following:

"This Agreement may be extended for up to three (3) additional, successive twelve (12) month periods, and one subsequent six-month period upon the same terms and conditions herein set forth, and subject to the following provisions within this section."

2. Section 5 of the Agreement, "COMPENSATION", located on page 5 of A-14-250, and as amended by 14-250-1 and 14-250-2, is amended to add the following paragraph at page six (6), line three (3):

"For the period of July 1, 2020 through and including December 31, 2020, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual routine cleaning services performed pursuant to the terms and conditions in this Agreement at the rate of Seven Thousand, Six Hundred Eighty-Six Dollars and No/100 (\$7,686.00) per month, or proration thereof.

1 In no event shall actual routine cleaning services performed under this Agreement be in excess of
2 Forty-Two Thousand, One Hundred Sixteen Dollars and No/100 (\$46,116.00) for the period of July 1,
3 2020 through and including December 31, 2020. In no event shall actual routine and special cleaning
4 services performed under this Agreement be in excess of Fifty-One Thousand, One Hundred Sixteen
5 Dollars and No/100 (\$51,116.00) for the period of July 1, 2020 through and including December 31,
6 2020. In no event shall services performed under this Agreement be in excess of \$616,940.00 during
7 the entire term of this Agreement."

8 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
9 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment
10 together shall be considered the Agreement.

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

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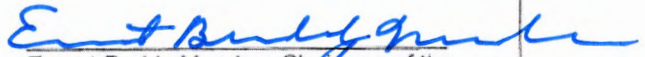
EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO



(Authorized Signature)



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



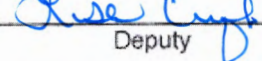
Print Name & Title



Mailing Address


South 5111th St 9733

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

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001
Subclass: 10000
ORG: 5620
Account: 7070