SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Second Amendment") is made

and entered into this 12 day of May, 2020, by and between COUNTY OF FRESNO, a Political

Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Central Valley

Toxicology, Inc., a California Corporation, whose address is 1580 Tollhouse Road, Clovis, CA

(hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 16-286, dated

June 7, 2016 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to perform

evidentiary toxicology laboratory testing, expert testimony, and related services on behalf of the

COUNTY's Sheriff's Office and District Attorney;

WHEREAS, on March 20, 2018, the parties entered into the First Amendment to the

Agreement, for the purpose of increasing the quantity of services received by the Sheriff's Office, and

increasing the compensation accordingly ("First Amendment");

WHEREAS, COUNTY's Sheriff's Office again needs to amend the Agreement, so that the

Sheriff's Office may receive a greater quantity of services under the Agreement; and

WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement, in order

increase the annual maximum that COUNTY may expend on the costs for services provided to the

Sheriff's Office to $212,000, which increases the total Agreement annual maximum to $270,000.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which

is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1.   The third paragraph of Section Five (5) (COMPENSATION / INVOICING) of the

Agreement, located on page Three (3), lines Twenty-Two (22) through Twenty-Five (25), is deleted in

its entirety, and replaced with the following:

"During the first year of the Agreement, July 1, 2016 through June 30, 2017, the

compensation paid for services performed for the Sheriff's Office under this Agreement shall not

exceed $22,000. During the second year of this Agreement, July 1, 2017 through June 30, 2018, the

compensation paid for services performed for the Sheriff's Office under this Agreement shall not

1 exceed $92,000. During the third year of this Agreement, July 1, 2018 through June 30, 2019, the

2 compensation paid for services performed for the Sheriff's Office under this Agreement shall not

3 exceed $92,000. During the optional fourth year of this Agreement, July 1,2019 through June 30,

4 2020, the compensation paid for services performed for the Sheriff's Office under this Agreement shall

5 not exceed $212,000. During the optional fifth year of this Agreement, July 1, 2020 through June 30,

6 2021, the compensation paid for services performed under this Agreement shall not exceed $212,000.

7 In no event shall compensation for services performed for the Sheriff's Office exceed $630,000 for the

8 potential five (5) year term of this Agreement.

9 In no event shall the total compensation paid to CONTRACTOR for services performed

10 under this Agreement exceed $920,000."

11 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the

12 Agreement, and that upon execution of this Second Amendment, the Agreement, the First

13 Amendment, and this Second Amendment together shall be considered the Agreement.
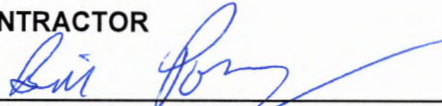
14 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,

15 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
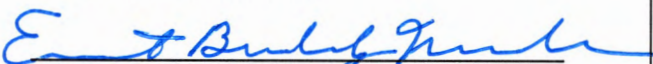
16 in full force and effect.

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

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3   **CONTRACTOR**   **COUNTY OF FRESNO**

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    (Authorized Signature)   Ernest Buddy Mendes, Chairman of the
5   Board of Supervisors of the County of

6   Bill Posey   Fresno
    Print Name & Title

7   Director

8

9   1580 Tollhouse Rd, Clovis. CA 93611
    Mailing Address   **ATTEST:**
10   Bernice E. Seidel
                                    Clerk of the Board of Supervisors
11   County of Fresno, State of California

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15   By: Susan Bishop

16   FOR ACCOUNTING USE ONLY: Deputy

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18   Fund:0001

19   Subclass10000

20   ORG:31117000

21   Account:7295

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