

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 18th day of June, 2019, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, 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, and Amendment I thereto on July 10, 2018 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide routine and special janitorial services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order 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 by COUNTY for up to three (3) additional, successive twelve (12) month periods 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, is amended to add the following paragraph at page six (6), line three (3):

"For the period of July 1, 2019 through and including June 30, 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. In no event shall actual routine cleaning services performed under this Agreement be in excess of Ninety-Two Thousand, Two Hundred Thirty-Two Dollars and No/100 (\$92,232.00) for the

period of July 1, 2019 through and including June 30, 2020. In no event shall actual routine and special cleaning services performed under this Agreement be in excess of Ninety-Seven Thousand, Two Hundred Thirty-Two Dollars and No/100 (\$97,232.00) for the period of July 1, 2019 through and including June 30, 2020. In no event shall services performed under this Agreement be in excess of \$565,824 during the entire term of this Agreement."

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

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

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

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CONTRACTOR

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(Authorized Signature)

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Gary T. Griffin Exec VP

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Print Name & Title

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26413 Loma Ave

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South El Monte CA 91232

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Mailing Address

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FOR ACCOUNTING USE ONLY:

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Fund: 0001

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Subclass: 10000

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ORG: 5620

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Account: 7070

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COUNTY OF FRESNO

Nathan Magsig
Nathan Magsig, 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

By: *Rose Cuyler*
Deputy