

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 22nd day of February, 2022, by and between COUNTY OF FRESNO, a political subdivision of the state of California, Fresno, California ("COUNTY"), and San Joaquin Glass Company, a California corporation, whose corporate address is 2150 E. McKinley Avenue, Fresno, CA 93703 ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 18-548, dated September 25, 2018 ("Agreement"), pursuant to which CONTRACTOR agreed to provide glass replacement, installation, and repair services to COUNTY;

WHEREAS, COUNTY has experienced an increased need for glass replacement, installation, and repair services from CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to provide for the additional necessary glass replacement, installation, and repair services, and increase the total compensation amount.

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. COMPENSATION of the Agreement, located on page 5, lines 10 through 19, is deleted in its entirety, and replaced with the following:

"COUNTY shall only provide compensation and payment to CONTRACTOR for work authorized by the County Representative. This authorization must be in writing. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with CONTRACTOR's respective rates provided in Exhibit B. CONTRACTOR shall keep respective rates provided in Exhibit B fixed for the entire duration of the potential five (5) year agreement. In the event of a product price decline, CONTRACTOR shall extend such lower prices to the COUNTY. The compensation amount for a single job performed by CONTRACTOR pursuant to this Agreement shall not exceed \$75,000. In no event shall the total compensation paid to CONTRACTOR for the entire potential five-year term of this Agreement exceed five hundred five thousand dollars (\$505,000)."

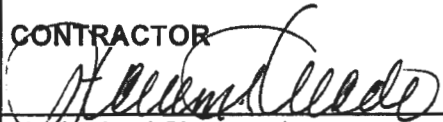
1 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the  
2 Agreement and, that upon execution of this First Amendment, the Agreement and this First  
3 Amendment together shall be considered the Agreement.

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

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

8  
9 CONTRACTOR

COUNTY OF FRESNO

10   
11 (Authorized Signature)

10   
11 Brian Pacheco, Chairman of the Board of  
Supervisors of the County of Fresno

12 STEVEN M. SALCEDO, PRESIDENT  
13 Print Name & Title

14 2150 E. MCKINLEY AVE.

15 FRESNO, CA. 93703  
16 Mailing Address

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

21 By:   
22 Deputy

23 FOR ACCOUNTING USE ONLY:

24 Fund: 1045 Fund: 700  
25 Subclass: 10000 Subclass: 15000  
26 ORG: 8935 ORG: 9026  
27 Account: 7220 Account: 7205  
28