

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement No. 16-084 ("First Amendment") is made and entered into this 26th day of February, 2019 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Future Ford of Clovis, whose address is 920 West Shaw Ave, Clovis, CA 93612-3202 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 16-084, dated March 1, 2016 ("Agreement"), to obtain vehicle maintenance and parts for the Sheriff-Coroner, for the General Services Department (now the Internal Services Department), and Public Works Department (referred to individually as "COUNTY Department" or collectively as "COUNTY Departments"); and

WHEREAS, COUNTY AND CONTRACTOR now desire to amend the Agreement to remove the yearly limitation of amounts payable for services on each year and to increase the maximum compensation payable to accommodate a higher volume of needed services and repairs.

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

The second paragraph of Section 5, COMPENSATION RATE, of Agreement No. 16-084, as set forth in the Agreement beginning on page 2, line 22 through line 26, is hereby deleted and replaced with the following:

"In no event shall the maximum total compensation payable to CONTRACTOR for the entire potential five-year term of this Agreement exceed two million dollar, one hundred thousand dollars (\$2,100,000). It is understood that all expenses incidental to CONTRACTOR's provision of parts or performance of services under this Agreement shall be borne by CONTRACTOR."

COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the Agreement, and that upon execution of this First Amendment, the Agreement and the First

Amendment shall together constitute the complete Agreement between the parties.

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.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective
2 Date.

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4 **FUTURE FORD OF CLOVIS**

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6
7 Authorized Signature

8 Tracy Gill, Service Director
9 Future Ford of Clovis
Print Name & Title

10 920 W Shaw Ave
11 Clovis, CA 93612-3202

COUNTY OF FRESNO



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:

Deputy

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19 **FOR ACCOUNTING USE ONLY:**

20 **SHERIFF-CORONER**

FUND: 0001

21 SUBCLASS: 150000

22 ORG No.: 3111

DEPARTMENT OF PUBLIC WORKS AND PLANNING

23 FUND: 0801, 0700

SUBCLASS: 16900, 150000

24 ORG No.: 9140, 9026

INTERNAL SERVICES DEPARTMENT – FLEET SERVICES

25 FUND: 1000

26 SUBCLASS: 10000

27 ORG No.: 8910, 8911
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