

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 10th day of July, 2018, 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) non-profit corporation, 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 the May 6, 2014 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide routine and recurring janitorial services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase CONTRACTOR's compensation amount by five percent for the final twelve (12) month extension period, and to increase the total compensation accordingly.

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

1. Section 5 of the Agreement, "COMPENSATION," located on page 5, lines 19 through 24, is deleted in its entirety and replaced with the following:

"For the period of May 7, 2014 through and including June 30, 2018, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual services performed pursuant to the terms and conditions of this Agreement at the rate of Seven Thousand, Three Hundred Twenty and No/100 Dollars (\$7,320.00) per month (or proration thereof). In no event shall actual services performed under this Agreement be in excess of Eighty-Seven Thousand, Eight Hundred Forty and No/100 Dollars (\$87,840.00) for each twelve (12) month period for the period of May 7, 2014 through and including June 30, 2018.

For the period of July 1, 2018 through and including June 30, 2019, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual services performed pursuant to the terms and conditions of this Agreement at the rate of Seven Thousand, Six Hundred Eighty-Six and No/100 Dollars (\$7,686.00) per month (or proration thereof). In no event shall

1 actual services performed under this Agreement be in excess of Ninety-Two Thousand, Two Hundred
2 Thirty-Two and No/100 Dollars (\$92,232.00) for the period of July 1, 2018 through and including June
3 30, 2019."

4 2. The paragraph in Section 5, "COMPENSATION," at page 6, line 3, starting with the
5 word "In" and ending at Page 6, Line 6 with the word "CONTRACTOR" is deleted in its entirety and
6 replaced with the following:

7 "In no event shall actual services and special cleaning services performed under this
8 agreement be in excess of Ninety-Seven Thousand, Two Hundred Thirty-Two and No/100
9 (\$97,232.00) for the period of July 1, 2018 through and including June 30, 2019. It is understood that
10 all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be
11 borne by the CONTRACTOR".

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

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

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EXECUTED as of the date first above set forth and EFFECTIVE as of July 1, 2018.

CONTRACTOR
LINCOLN TRAINING CENTER

COUNTY OF FRESNO

(Authorized Signature)

Sal Quintero
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

Print Name & Title

2043 Loma Ave

South El Monte CA 91733

Mailing Address:

ATTEST:

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

By:

Rishi Chugh
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 5620
Account No.: 7070