

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 13th day of July, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "CLIENT), and PINNACLE TRAINING SYSTEMS, LLC, a California Limited Liability Corporation, whose address is 6011 N Fresno St. Suite 120, Fresno, CA, 93721 (hereinafter "PTS").

**WITNESSETH:**

WHEREAS, CLIENT and PTS entered into a services agreement, identified as COUNTY Agreement No. A-21-067, retroactively effective February 15<sup>th</sup>, 2021 (hereinafter "Agreement") on March 9<sup>th</sup>, 2021, pursuant to which PTS agreed to provide COVID-19 vaccine services to CLIENT; and

WHEREAS, CLIENT and PTS now desire to amend the Agreement in order to expand vaccination portability to any county department, to allow services to clinics held through community medical clinic/vaccination events or through employers, and to allow for the vaccination of the general public.

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

1. Paragraph 4 of "Schedule A" of the Agreement, located on page 9, beginning with "PTS" and ending with the word "CLIENT", is deleted in its entirety and replaced with the following:

"PTS will administer the COVID-19 vaccines at various CLIENT locations. The vaccine administration will be provided to CLIENT's employees referred by CLIENT. PTS will conduct community clinics at the direction of CLIENT's Department of Public Health."

2. That all references to "Schedule B" in existing COUNTY Agreement number A-21-067 shall be changed to read, "Revised Schedule B", attached hereto and incorporated herein by reference.

CLIENT and PTS 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 parties agree that this Amendment may be executed by electronic signature as provided in

1 this section. An "electronic signature" means any symbol or process intended by an individual signing  
2 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a  
3 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
4 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached  
5 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person  
6 signing this Amendment for all purposes, including but not limited to evidentiary proof in any  
7 administrative or judicial proceeding, and (2) has the same force and effect as the valid original  
8 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil  
9 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
10 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it  
11 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),  
12 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This  
13 Amendment is not conditioned upon the parties conducting the transactions under it by electronic  
14 means and either party may sign this Amendment with an original handwritten signature.

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

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CONTRACTOR

COUNTY OF FRESNO

Felicia Gomez  
(Authorized Signature)

Steve Brardau  
Steve Brardau, Chairman of the Board of  
Supervisors of the County of Fresno

Felicia Gomez, Owner  
Print Name & Title

6011 N. Fresno St Ste 120  
Fresno CA 93710  
Mailing Address

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

By: Jose Cruz  
Deputy

FOR ACCOUNTING USE ONLY:

Fund:0001  
Subclass:10000  
ORG:56201018  
Account:7295

REVISED SCHEDULE "B"

PAYMENT

In consideration of the Services provided by PTS, the CLIENT shall pay PTS in accordance with the terms set forth below. The CLIENT and PTS may amend this Schedule, by written agreement between the Parties, from time to time during the Term and/or any renewal period.

Compensation for the period 02/15/2021 through 04/30/2021.

1. [\$2,632.00] per event fee with a minimum quota of (1-49) encounters, and/or 1 to 2-hour single event.
2. [\$3,886.00] per event fee with a minimum quota of (50-149) encounters, and/or 1 to 2-hour single event.
3. [\$7,335.00] per event fee with a minimum quota of (150-300) encounters, and/or 2 to 5-hour events.
4. [\$11,907.00] per event fee with a minimum quota of (301-500) encounters, and/or 5 to 8-hour events.
5. [\$16,870.00] per event fee with a minimum quota of (501-750) encounters, and/or 5 to 8-hour single event.
6. [\$20,490.00] per event fee with a minimum quota of (751-1,000) encounters, and/or 5 to 8-hour single event.

Compensation for the period 05/01/2021 through Agreement Termination:

1. [\$2,400.00] per event fee with a minimum quota of (1-49) encounters, and/or 1 to 2-hour single event.
2. [\$4,200.00] per event fee with a minimum quota of (50-149) encounters, and/or 1 to 2-hour single event.
3. [\$7,500.00] per event fee with a minimum quota of (150-300) encounters, and/or 2 to 5-hour events.
4. [\$12,000.00] per event fee with a minimum quota of (301-500) encounters, and/or 5 to 8-hour events.
5. [\$17,000.00] per event fee with a minimum quota of (501-750) encounters, and/or 5 to 8-hour single event.
6. [\$23,000.00] per event fee with a minimum quota of (751-1,000) encounters, and/or 5 to 8-hour single event.

Note: The word "event" covers any venue where a vaccination clinic is held.