

## **AMENDMENT NO. 2 TO SERVICE AGREEMENT**

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated \_\_\_\_\_ and is between CCS Facility Services – Fresno, Inc., a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

## Recitals

A. On August 10, 2021, the County and the Contractor entered into County agreement number A-21-300 ("Agreement"), to provide janitorial services for the County's Plaza Building Complex, located at 2220 Tulare Street, and the Crocker Building, located at 2135 Fresno Street.

B. On April 5, 2022, the County and the Contractor entered into the First Amendment to Agreement A-21-300 to provide temporary and long-term janitorial services for additional County buildings, namely, the Rowell Building located at 2100 Tulare Street, and two Department of Social Services locations in Fresno, at 2011 Fresno Street and 1404 L. Street.

C. On December 1, 2023, the Contractor changed their name with the Secretary of State from PBC SolutionOne, Inc. to CCS Facility Services – Fresno, Inc.

D. Currently, the County has an additional need for janitorial services at two additional County locations in Fresno, the Area 2 Sheriff Substation, located at 1129 N. Armstrong Avenue, and the Hall of Records, located at 2281 Tulare Street.

E. The Contractor is able and willing to provide janitorial services at these additional locations.

F. The County and the Contractor now desire to further amend the Agreement to allow the Contractor to provide janitorial services at these additional County locations.

The parties therefore agree as follows:

1. Section 5. COMPENSATION/INVOICING of the Agreement as previously amended located on page 5, lines 4 through 10, is deleted and replaced with the following:

"The maximum compensation payable to the Contractor under this Agreement for the initial three-year term ("Initial Term") of this Agreement, including the

\$500,000 described above for extra services, is \$3,560,000. In the event this Agreement is extended for its first optional one-year extension (“Year 4”), the total compensation payable to the Contractor under this Agreement is \$4,060,000. In the event this Agreement is extended for its first final one-year extension (“Year 5”), the total compensation payable to the Contractor under this Agreement is \$4,560,000. In the event the total maximum compensation amount in the Initial Term, Year 4, and/or Year 5 is not fully expended, the remaining unspent funding amounts shall roll over to each subsequent term’s established maximum compensation.”

2. Section 17. ENTIRE AGREEMENT located on page 11 is deleted in its entirety and replaced with the following:

“This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Amendment No. 2; (2) the text of Amendment No. 1; (3) the text of the Agreement (excluding Exhibits A through C); and (4) Exhibits A through C.”

3. Exhibit B of the Agreement as previously amended, located on pages 14 through 16, is amended to add Exhibit B-2, attached herein, and incorporated by this reference.

4. When both parties have signed this Amendment No. 2, the Agreement, Amendment No. 1, and this Amendment No. 2 together constitute the Agreement.

5. The Contractor represents and warrants to the County that:

- a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 2.

1                   b. The individual signing this Amendment No. 2 on behalf of the Contractor is duly  
2                   authorized to do so and his or her signature on this Amendment No. 2 legally binds  
3                   the Contractor to the terms of this Amendment No. 2.

4                   6. This Amendment No. 2 may be signed in counterparts, each of which is an original, and  
5                   all of which together constitute this Amendment No. 2.

6                   7. The Agreement as previously amended and as amended by this Amendment No. 2 is  
7                   ratified and continued. All provisions of the Agreement as previously amended and not  
8                   amended by this Amendment No. 2 remain in full force and effect.

9                   [*SIGNATURE PAGE FOLLOWS*]

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1        The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

3        CCS FACILITY SERVICES – FRESNO, INC.    COUNTY OF FRESNO

4        Jaime Jacobo

5        Jaime Jacobo (Feb 9, 2024 08:57 PST)

6        Jaime Jacobo, General Manager

7        2695 N. Fowler Ave. #110A  
Fresno, CA 93722

8        Nathan Magsig, Chairman of the Board of  
9        Supervisors of the County of Fresno

10        **Attest:**

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

12        By: \_\_\_\_\_  
13        Deputy

14        For accounting use only:

15        Org No.: 8935  
16        Account No.: 7070  
17        Fund No.: 1045  
18        Subclass No.: 10000

## EXHIBIT B – 2

<b>Building</b>	<b>Monthly Cost</b>
Area 2 Substation (1129 N. Armstrong Ave.)	\$3,465.00
Hall of Records (2281 Tulare St.)	\$21,815.00

<b>Extra Services - Area 2 Substation</b>	<b>Rates</b>
Refrigerator cleaning	\$45 per unit
Microwave cleaning	\$35 per month

<b>Extra Services – Hall of Records</b>	<b>Rates</b>
Refrigerator cleaning	\$35 per unit
Microwave cleaning	\$30 per month each unit
Emptying dishwashers / glass collection	\$20 per hour
Strip and wax hard surface flooring	\$0.55 per sq. ft. / \$350 minimum charge
Scrub and recoat hard surface flooring	\$0.45 per sq. ft. / \$350 minimum charge
Carpet cleaning – hot water extraction	\$0.12 per sq. ft. / \$300 minimum charge