

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement No. 14-269 ("First Amendment") is made and entered into this 12th day of March, 2019, by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Orkin Services of California, Inc., a Delaware corporation, whose address is 2590 N. Grove Industrial Drive #112, Fresno, CA 93727, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 14-269, dated May 20, 2014 ("Agreement"), pursuant to which CONTRACTOR agreed to provide pest control services at various properties owned, occupied, leased or otherwise operated by COUNTY; 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 hereunder to accommodate an even higher volume of needed pest control services.

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:

That portion of Section V. COMPENSATION of Agreement No. 14-269, as set forth in the Agreement, beginning on page 4, line 7 through line 25, is hereby deleted and replaced with the following:

B. "Contract Maximum

In no event shall the maximum total compensation payable under this Agreement exceed \$472,905.75 over the entire potential five-year term of this Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

C. Extra Services

CONTRACTOR shall not undertake any Extra Services without the advance written authorization of a COUNTY Representative. Such Extra Services are

1 expressly contemplated to include, but are not necessarily limited to, the addition
2 of pest control services that could not be anticipated at the commencement of
3 this Agreement.”

4 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend
5 the Agreement, and that upon execution of the Agreement and this First Amendment, shall
6 together constitute the complete Agreement between the parties.

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

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

CONTRACTOR


Franklin Chandler Withrow, Branch
Manager

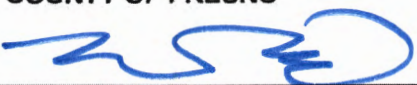
2/15/18
Date


Lous Warman, Region Manager

2/25/19
Date

Org No.: 8935
Account No.: 7220
Fund: 1045
Subclass: 10000

COUNTY OF FRESNO


Nathan Mageig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

By: 
Bernice E. Seide
Clerk of the Board of Supervisors
County of Fresno, State of California



Certificate of Authorization for
County of Fresno (CA) First Amendment to Agreement

We, **Mike Sullivan** and **John Wilson**, Vice Presidents of Orkin Services of California, Inc. ("Orkin"), hereby certify that **Franklin Chandler "Chad" Withrow** and **Louis Warman**, Branch Manager and Region Manager (respectively) of Orkin's Fresno, California, Branch #741, are hereby authorized to execute all documents related to the **County of Fresno's First Amendment to Agreement** for Pest Control Services in accordance with the specifications, terms and conditions set forth in Orkin's Bid and/or Agreement, and to do all things necessary to implement, maintain, amend or renew said services.

The authority granted herein shall remain effective until such time as **Franklin Chandler "Chad" Withrow** and **Louis Warman** are no longer in their respective positions.

Whereupon, we have executed this Certificate of Authorization on this 14TH day of February, 2019.

Mike Sullivan
Vice President
Orkin Services of California, Inc.

John Wilson
Vice President
Orkin Services of California, Inc.