

AMENDMENT III TO AGREEMENT

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2 THIS AMENDMENT III TO AGREEMENT No. A-20-025 (hereinafter "Amendment") is made
3 and entered into this 21st day of June, 2022, by and between COUNTY OF FRESNO, a
4 Political Subdivision of the State of California, Fresno, California (hereinafter "CLIENT"), and
5 PINNACLE TRAINING SYSTEMS, LLC, a California Limited Liability Corporation, whose address is
6 6011 N. FRESNO ST. SUITE 120, FRESNO, CA, 93721 (hereinafter "PTS").

WITNESSETH:

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8 WHEREAS, CLIENT and PTS entered into a services agreement, identified as CLIENT
9 Agreement No. A-21-025, effective July 9, 2020, which incorporated the terms of CLIENT Agreement
10 No. A-20-295, as amended by CLIENT Agreement No. A-20-295-1, pursuant to which PTS agreed to
11 provide Covid-19 onsite testing services to CLIENT; and

12 WHEREAS, the CLIENT and PTS executed Amendment I to CLIENT Agreement No. A-21-
13 025, referred to as CLIENT Agreement No. A-21-025-1, (CLIENT Agreement No. A-21-025 and No. A-
14 21-025-1 shall be referred to herein as "the Agreement"), wherein the parties agreed to extend the
15 term of the Agreement for an additional six months to December 31, 2021, adjust the populations to be
16 tested, and increase the compensation maximum by \$1,083,400 to a total not to exceed \$3,749,000;
17 and

18 WHEREAS, CLIENT and PTS executed an Amendment II to Agreement No. A-21-025, referred
19 to as client Agreement No. A-21-025-2, (CLIENT Agreement No. A-21-025, No. A-21-025-1, and No.
20 A-21-025-2 shall be referred to herein as "the Agreement"), wherein the parties agreed to extend the
21 term of the Agreement for an additional six months to June 30, 2022, adjust the populations to be
22 tested, adjust the types of testing offered within the scope of work, and increase the compensation
23 maximum by \$6,131,000 to a total not to exceed \$9,880,000 and

24 WHEREAS, CLIENT and PTS now desire to amend the Agreement in order to extend the term
25 of the Agreement for an additional six months to December 31, 2022.

26 NOW, THEREFORE, in consideration of the promises herein, and for other good and valuable
27 consideration, the receipt and adequacy of which is hereby acknowledged, CLIENT and PTS agree as
28 follows:

1 1. The term of the Agreement ("Term") shall be for a period of approximately thirty (30)
2 months, beginning on July 09, 2020 and ending on December 31, 2022, unless terminated earlier in
3 accordance with the provisions of the Agreement. The Term may be extended by written agreement
4 of the Parties.

5 2. This Amendment III may be signed in counterparts, each of which is an original, and all
6 of which together constitute this Amendment.

7 3. The Agreement, as previously amended and as amended by this Amendment III is
8 ratified and continued. All provisions of the Agreement, as previously amended, and not amended by
9 this Amendment III remain in full force and effect.

10 4. The parties agree that this Amendment is sufficient to amend the Agreement and, that
11 upon execution of this Amendment, the Agreement and this Amendment together shall be considered
12 the Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Agreement A-
2 21-025 as of the day and year first hereinabove written.

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4 **CONTRACTOR**

5 Felicia Gomez
(Authorized Signature)

6 Felicia Gomez, Owner
7 Print Name & Title

8 6011 N. Fresno St Ste 120

9 Fresno CA 93710
Mailing Address

COUNTY OF FRESNO

Brian Pacheco
Brian Pacheco, 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

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15 By: Nyara Gommery
Deputy

16 **FOR ACCOUNTING USE ONLY:**

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18 Fund: 1060

19 Subclass: 10000

20 ORG: 89250100

21 Account: 7295
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