

AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT (hereinafter "Amendment") is made and entered into this 25th day of May, 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, COUNTY and PTS entered into a services agreement, identified as CLIENT agreement No. A-20-295, retroactively effective July 9, 2020, Amendment I to Agreement No. A-20-295-1, dated November 24, 2020 (collectively referred to herein as "the Original Agreement"), and retroactive Agreement No. A-21-025 (collectively referred to herein as "Agreement"), pursuant to which PTS agreed to provide Covid-19 onsite testing services to CLIENT; and

WHEREAS, the Original Agreement expired December 31, 2020, and the parties desired to execute the Agreement effective retroactively to July 9, 2020, to evidence the intent and actions of the parties under the terms and conditions of the Original Agreement, as modified in the Agreement, and to extend the term of the Original Agreement for an additional six months to June 30, 2021, based on the terms and conditions of the Original Agreement, as modified in the Agreement.

WHEREAS, CLIENT and PTS now desire to amend the Agreement in order to extend the term of the Agreement for an additional six months to December 31, 2021, adjust the populations to be tested, and increase the compensation maximum by \$1,083,400 to a total not to exceed \$3,749,000, as modified herein.

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

1. Subsection a) of Section Two (2) (Compensation) of the Original Agreement, located on Page One (1) beginning with the word "The" and ending with the word "Agreement", is deleted in its entirety and replaced with the following:

"The CLIENT shall pay PTS for the Services, in accordance with the terms set forth in

1 Schedule "B," which is attached hereto and made a part of this Agreement. In no event shall services
2 performed under this Agreement be in excess of Three Million Seven Hundred Forty-Nine Thousand
3 and No/100 Dollars (\$3,749,000) during the term of this Agreement"

4 2. Subsection a) of Section Three (3) (Term and Termination) of the Original Agreement,
5 located on Page One (1) beginning with the word "The" and ending with the word "Parties", is deleted
6 in its entirety and replaced with the following:

7 "The initial term of the Agreement ("Term") shall be for a period of approximately
8 eighteen (18) months, beginning on July 09, 2020 and ending on December 31, 2021, unless
9 terminated earlier in accordance with the provisions herein. The Term may be extended by written
10 agreement of the Parties."

11 3. Paragraph 4 of "Schedule A" of the Original Agreement, located on page 8, beginning
12 with the word "PTS" and ending with the word "Agreement.", is deleted in its entirety and replaced with
13 the following:

14 "PTS will conduct on site testing of CLIENT's Sheriff's department personnel and
15 incarcerated population, at CLIENT's Main Jail, located at 1225 M Street. The testing will be
16 administered to CLIENT's employees and incarcerated population referred by CLIENT. PTS will
17 conduct on-site testing at CLIENT's other departments, on the days and at the times specified by
18 CLIENT, upon 10 days' written request of the Director of Human Resources for the County of Fresno.
19 PTS will have the capacity, with two staff, to perform 25 tests per hour and will not increase staffing
20 except by prior arrangement and written consent of Risk Management. The testing will also be
21 administered to independent contractors and household members upon a determination by CLIENT's
22 Department of Human Resources – Risk Management that such testing is needed. It is expected that
23 testing requirements will fluctuate depending on the number of departments and employees wishing to
24 take advantage of the testing. Due to the fluctuations of SARS-COV-2 in the community, the CLIENT
25 may need to revise the number of weekly tests either to increase, decrease, or terminate testing. In
26 the event the estimated testing requirements need adjustment, the Director of Human Resources for
27 the County of Fresno shall have the authority to adjust the estimated weekly tests required and/or
28 adjust the populations to be tested, by providing 10-days written notice to PTS. If adjustments in the

1 estimated testing results in a change to the per test cost set forth in Schedule B, the Director of Human
2 Resources for the County of Fresno shall have the authority to approve such change, but in no event
3 shall the change in cost change the maximum dollar amount of this Agreement set forth in section 2
4 (Compensation) of this Agreement."

5 4. Except as otherwise provided in this Amendment I, all other provisions of the
6 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective
7 upon execution.

8 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
9 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
10 shall be considered the Agreement.

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

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

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

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CONTRACTOR

Felicia Gomez

(Authorized Signature)

Felicia Gomez, Owner

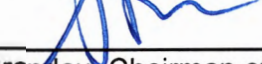
Print Name & Title

6011 N. Fresno Street #120

Fresno, CA 93710

Mailing Address

COUNTY OF FRESNO



Steve Brandau, 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

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1060

Subclass: 10000

ORG: 89250100

Account: 7295

Fund: 0001

Subclass: 10000

ORG: 31111019

Account: 7295