

**FIRST AMENDMENT TO AGREEMENT**

THIS AMENDMENT ONE to Agreement No. 11-478 (hereinafter "First Amendment") is made and entered into this 1st day of March, 2016, by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Lincoln Training Center, a California non-profit corporation, whose address is 2350 West Shaw Avenue, Fresno, CA 93711, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 11-478, dated July 19<sup>th</sup>, 2011 (hereinafter "Agreement") pursuant to which CONTRACTOR agreed to provide janitorial services; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to include additional service space and increase the total compensation accordingly.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

The portion of the existing Agreement No. 11-478, as set forth on page 5, beginning in subsection "VI" on line 12 with the word "Extra" and ending on line 20 with the word "CONTRACTOR," is hereby deleted and replaced with the following:

"Additional basic janitorial services for the new County Clerk's space (approximately three thousand ninety-two (3,792) square feet, located in the County Plaza) for the period of November 25, 2015 through the term of this Agreement shall be charged at a maximum cost of sixty dollars (\$60.00) per day for a total cost not to exceed ten thousand six hundred eighty dollars (\$10,680).


In no event shall services performed under this Agreement be in excess of one million two hundred sixty four thousand sixty eight dollars (\$1,264,068) during the 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."

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


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

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

3  
4 **CONTRACTOR**

5   
6 Print Name: Gary T. Griffen

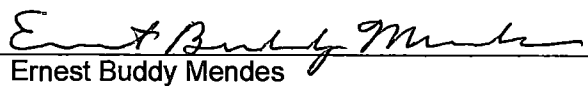
7 Title: Exec VP.

8   
9 Print Name: David Durnham

10 Title: C.F.O.

11  
12 DATE: \_\_\_\_\_  
13

4 **COUNTY OF FRESNO**

5   
6 Ernest Buddy Mendes  
Chairman, Board of Supervisors

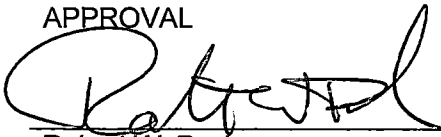
7  
8 DATE: March 1, 2016

9 ATTEST:

10 BERNICE E. SEIDEL, Clerk  
Board of Supervisors

11 By: Susan Bishop  
12 Deputy

13  
14  
15 **REVIEWED & RECOMMENDED FOR APPROVAL**

16   
17 Robert W. Bash,  
18 Director of Internal Services/  
19 Chief Information Officer

20 **APPROVED AS TO LEGAL FORM**  
21 Daniel C. Cederborg,  
22 County Counsel

23 By:   
24

20 **APPROVED AS TO ACCOUNTING FORM**  
21 Vicki Crow, C.P.A.,  
22 Auditor-Controller/Treasurer-Tax Collector

23 By:   
24

25 **FOR ACCOUNTING USE ONLY:**

26 **FUND/SUBCLASS/ORG/ACCT:**

27 0045/10000/8935/7070

28 1045