

AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated December 17, 2024 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 to address higher service-level needs.

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 additional extra services at currently-serviced 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 \$1,500,000 described above for extra services, is \$3,560,000. In the event this

1 Agreement is extended for its first optional one-year extension ("Year 4"), the
2 total compensation payable to the Contractor under this Agreement is
3 \$4,060,000. In the event this Agreement is extended for its first final one-year
4 extension ("Year 5"), the total compensation payable to the Contractor under this
5 Agreement is \$4,560,000. In the event the total maximum compensation amount
6 in the Initial Term, Year 4, and/or Year 5 is not fully expended, the remaining
7 unspent funding amounts shall roll over to each subsequent term's established
8 maximum compensation."

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

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

20 3. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
21 1, and this Amendment No. 2 together constitute the Agreement.

22 4. The Contractor represents and warrants to the County that:

- 23 a. The Contractor is duly authorized and empowered to sign and perform its obligations
24 under this Amendment No. 2.
- 25 b. The individual signing this Amendment No. 2 on behalf of the Contractor is duly
26 authorized to do so and his or her signature on this Amendment No. 2 legally binds
27 the Contractor to the terms of this Amendment No. 2.

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

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


6 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CCS FACILITY SERVICES – FRESNO, INC.

COUNTY OF FRESNO




Jaime Jacobo, General Manager

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



Nathan Magsig, 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:

Org No.: 8935
Account No.: 7070
Fund No.: 1045
Subclass No.: 10000