

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 21st day of June, 2022, 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, California, 93721 (hereinafter "PTS").

WITNESSETH:

WHEREAS, CLIENT and PTS entered into Agreement No. A-21-067 on March 9, 2021, retroactively effective February 15, 2021, pursuant to which PTS agreed to provide COVID-19 vaccine services to CLIENT; and

WHEREAS, CLIENT and PTS entered into a First Amendment No. A-21-067-1, dated July 13, 2021, to expand vaccination portability to any county department, to allow services to clinics held through community medical clinic/vaccination events through employer, and to allow for the vaccination of the general public; and

WHEREAS, CLIENT and PTS entered into a Second Amendment No. A-21-454, dated November 2, 2021, to extend the term, add the provision of Flu vaccination services, and increase the total compensation amount to accommodate the provision of new and existing services through June 30, 2022 (Agreement No. A-21-067, First Amendment No. A-21-067-1, and Second Amendment No. A-21-454, collectively, shall be referred to herein as "the Agreement"); and

WHEREAS, CLIENT and PTS now desire to amend the Agreement in order to extend the length of the Agreement through and including December 31, 2022.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 3.a of the Agreement, located on page 1, beginning with "The" and ending with the word "Parties", is deleted in its entirety and replaced with the following:

"The initial term of this Agreement ("Term") shall be for a period of approximately twenty-three months, beginning February 15, 2021 and ending December 31, 2022, unless terminated earlier in accordance with the provision herein. The Term may be extended by written agreement of

1 the Parties."

2 CLIENT and PTS agree that this Amendment is sufficient to amend the Agreement and, that
3 upon execution of this Amendment, the Agreement and this Amendment together shall be considered
4 the Agreement.

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

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

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

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4 **CONTRACTOR**
5 **Pinnacle Training Systems, LLC**

COUNTY OF FRESNO

6 Felicia Gomez
(Authorized Signature)

Brian Pacheco
Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

7 Felicia Gomez Ph.D.
8 Print Name & Title

9 Owner

10 6011 N. Fresno St Ste 120 Fresno
11 Mailing Address CA 93710

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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17 By: Nyone Gomez
Deputy

18 FOR ACCOUNTING USE ONLY:

19 Fund: 0001

20 Subclass: 10000

21 ORG: 56201018

22 Account: 7295
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