

AMENDMENT I TO AGREEMENT 13-706

This AMENDMENT I to AGREEMENT (hereinafter "Amendment I") is made and entered into this 13th day of December 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Western State Design, Inc., whose principal address is 290 NE 68th St, Miami, FL 33138, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

Whereas, COUNTY and CONTRACTOR entered into Agreement Number 13-706 effective January 1, 2014 (hereinafter, the "Agreement") whereby CONTRACTOR agreed to provide maintenance services for laundry equipment in the Adult Detention Facilities; and

Whereas, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the term and provide additional compensation for services rendered during the extended term of the Agreement.

Now, therefore, in consideration of their mutual promises, the parties hereto agree to amend the Agreement as follows:

1. Section 2 on page 1 of the existing Agreement is deleted in its entirety and replaced with the following:

"2. Term

This Agreement shall become effective on the 1st day of January, 2014 and shall terminate on the 31st day of December 2017. This Agreement may be extended for one (1) additional twelve (12) month period upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Sheriff-Coroner or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

2. Section 4 on page 2 of the existing Agreement is deleted in its entirety and replaced with the following:

"4. COMPENSATION/INVOICING

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation based on the rates listed in Exhibit "A", which is attached hereto and incorporated herein by this reference. CONTRACTOR shall submit monthly invoices in triplicate to COUNTY's Sheriff's Office, 2200 Fresno Street, Fresno California 93721.

In no event shall services performed under this Agreement be in excess of two hundred thousand dollars (\$200,000) during the term of this Agreement from January 1, 2014, up to and including December 31, 2018. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. Within forty-five (45) days after receipt of the invoice, COUNTY will remit payment to CONTRACTOR. Such payment shall be sent to:

WESTERN STATE DESIGN

2331 Tripaldi Way

Hayward, CA 94545"

This First Amendment will be effective as of December 13, 2016. COUNTY and CONTRACTOR agree 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.

///

///

///

///

///

///

///

///

///

///

///

1 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to
2 Agreement as of the date first hereinabove written.

3
4
5 **CONTRACTOR**

6 By: Todd M. Uy

7 Chairman of the Board, or
8 President or any Vice President

9 Date: 11/7/16

10
11 By: Maurice Lera

12 Secretary (of Corporation), or
13 Any Assistant Secretary, or
14 Chief Financial Officer, or
15 Any Assistant Treasurer
16 President or any Vice President

17 Date: 11/7/2016

18 Mailing Address:

19 2331 Tripaldi Way
20 Hayward, CA 94545

COUNTY OF FRESNO

By: Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman,
Board Of Supervisors

ATTEST:

BERNICE E. SEIDEL, Clerk To
The Board of Supervisors

By: Susan Bishop, Deputy

APPROVED AS TO LEGAL FORM

By: Daniel C. Cederborg

Daniel C. Cederborg, County Counsel

**APPROVED AS TO ACCOUNTING
FORM**

By: Oscar J. Garcia

Oscar J. Garcia, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

**REVIEWED AND RECOMMENDED FOR
APPROVAL:**

By: Margaret Mims

Margaret Mims, Sheriff-Coroner

25 FOR ACCOUNTING USE ONLY:

26 ORG No.: 31114000

27 Account No.: 7205

28 Requisition No.: