

**THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT to Agreement No. 15-026 ( "Third Amendment") is made and entered into this 8th day of January, 2019, by and between the County of Fresno, a political subdivision of the State of California (hereinafter "COUNTY"), and Schindler Elevator Corporation whose address is 1329 N. Market Blvd., Suite 120, Sacramento, CA 95834-2941 (hereinafter "CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 15-026, dated January 13, 2015 ("Agreement") pursuant to which CONTRACTOR agreed to provide preventative maintenance, repair, and additional services for elevators at various COUNTY-owned facilities; and

WHEREAS, COUNTY and CONTRACTOR entered into the First Amendment to Agreement No. 15-026, on July 14, 2015, which added additional elevator services to the preventative maintenance and repair services previously requested, and increased the annual maximum for the first year of the Agreement by \$120,000 for a five-year maximum not to exceed \$2,688,120; and

WHEREAS, COUNTY and CONTRACTOR entered into the Second Amendment to Agreement No. 15-026, on November 17, 2015, to again add additional elevator services to the preventative maintenance and repair services, and increase the annual maximum for the first year of the Agreement by \$200,000, for a five-year maximum to not exceed \$2,888,120; and

WHEREAS, COUNTY AND CONTRACTOR now desire to further amend the Agreement to remove the yearly limitation of amounts payable for services on each year and to further increase the maximum compensation payable hereunder to accommodate an even higher volume of needed elevator services.

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

The portion of Section 5. COMPENSATION/INVOICING of Agreement No. 15-026, as set

1 forth Agreement, beginning on page 4, line 20 through line 25 is hereby deleted and replaced with  
2 the following:

3 "In no event shall the maximum total compensation payable under this Agreement  
4 exceed \$3,688,120 over the entire potential five-year term of this Agreement. It is  
5 understood that all expenses incidental to CONTRACTOR's performance of services under  
6 this Agreement shall be borne by CONTRACTOR."

7 COUNTY and CONTRACTOR agree that this Third Amendment is sufficient to amend  
8 the Agreement and that upon execution of this Third Amendment, the Agreement, the First and  
9 Second Amendment, and this Third Amendment, shall together constitute the complete  
10 Agreement between the parties.

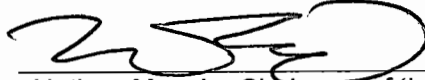
11 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
12 covenants, conditions and promises contained in the Agreement and not amended herein shall  
13 remain in full force and effect.

EXECUTED AND EFFECTIVE as of the date first above set forth.

**CONTRACTOR**

  
Troy Ferro, Branch Manager 12/11/18

**COUNTY OF FRESNO**

  
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.: 7205  
Fund: 1045  
Subclass: 10000