

AMENDMENT TO CONTRACT# 3

The County of San Benito ("COUNTY") and Cleaning Services, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.**a. Initial Contract.**

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated March 19, 2020.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: May 8, 2020 and October 15, 2020.

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

Modified Scope of Services:

(Insert modified or new services.)

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), is hereby further amended to add the Probation Department's Annex to the list of office locations in Attachment A, regarding the County's emergency cleaning services. The amended list of office locations is hereby amended to read as follows:

Department	Service Schedules Referenced by “Cleaning Services Contract – Emergency”
Agriculture Commissioner 3224 Southside Road	A-1
Administration, Auditor, County Counsel 481 Fourth Street	A-1
Behavioral Health 1131 San Felipe Road	A-1
Tax Collector, Treasurer, Assessor, Clerk/Recorder, Elections, Hall of Records 440 Fifth Street	A-1
Health and Human Services 1111 San Felipe Road	A-1
Public Health and Environmental Health 351 Tres Pinos Road	A-1
Library 470 Fifth Street	A-1
IT 420 Park Hill St., Building E	A-1
Sheriff’s Office 2301 Technology Parkway	A-1
Resource Management Agency 2301 Technology Parkway	A-1
Esparanza Center 544 San Benito Street	A-1
Probation, District Attorney 400 Monterey Street	A-1
Roads Department 3220 Southside Road	A-1
Office of Emergency Services 471 Fourth Street	A-1
HOME Resource Center 1161 San Felipe Road	A-1
Veteran’s Memorial Hall 649 San Benito Street	C
Probation Annex 439 Fourth Street	A-1

All other provisions of Attachment A to the original contract, as previously amended (Exhibit 1), shall remain the same.

- ☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☒ The payment terms are modified only as specified below:

Modified Payment Terms:

(Insert modified or new payment terms.)

Attachment B (Payment Terms) to the original contract (Exhibit 1), as previously amended, is hereby further amended to increase the compensation by an additional amount not to exceed \$1,350.00, for the addition of services under this Amendment #3, as follows:

Original Contract:	\$117,000.00
1 st Amendment:	\$ 15,800.00
2 nd Amendment:	\$162,000.00
3 rd Amendment:	\$ 29,790.00
Total:	\$324,590.00

Paragraph B-3 of Attachment B (Payment Terms) is hereby amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$324,590.00_____,
as follows:

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this Amendment #3, and pursuant to any special compensation terms specified in paragraph B-4.

Paragraph B-4 (Special Compensation Terms) of Attachment B (Payment Schedule) to the original contract, as previously amended (Exhibit 1), is hereby further amended to read as follows:

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

☐ There are no additional terms of compensation.

☒ The following specific terms of compensation shall apply:

Description	Price per Month
Monthly Fee	\$19,109.00 according to the list of office locations and service addresses provided below
On-Call Services (service within 24 hours)	\$45.00 per hour
Total monthly expense	\$19,109.00 per month

Office Locations and Services Addresses: The County will be charged according to the fees set forth below:

	Department	Pricing per Department
1	Agricultural Commissioner 3224 Southside Road	\$1,004.00 per month
2	Administration, Auditor, County Counsel 481 Fourth Street	\$1,504.00 per month
3	Behavioral Health 1131 San Felipe Road	\$ 988.00 per month
4	Tax Collector, Treasurer, Assessor, Clerk/Recorder, Elections, Hall of Records 440 Fifth Street	\$1,525.00 per month
5	Health and Human Services 1111 San Felipe Road	\$1,962.00 per month
6	Public Health and Environmental Health 351 Tres Pinos Road	\$ 568.00 per month
7	Library 470 Fifth Street	\$ 696.00 per month
8	IT 420 Park Hill St., Building E	\$ 520.00 per month
9	Sheriff's Office 2301 Technology Parkway	\$2,522.00 per month
10	Resource Management Agency 2301 Technology Parkway	\$ 841.00 per month
11	Esparanza Center 544 San Benito Street	\$ 215.00 per month
12	Probation, District Attorney 400 Monterey Street	\$1,887.00 per month
13	Roads Department 3220 Southside Road	\$ 728.00 per month
14	Office of Emergency Services 471 Fourth Street	\$ 367.00 per month
15	H.O.M.E Resource Center 1161 San Felipe Road	\$ 397.00 per month
16	Veteran's Memorial Hall 649 San Benito Street	\$ 3,160.00 per month
17	Probation Annex 439 Fourth Street	\$ 225.00 per month
	Total monthly fees	\$19,109.00 per month

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☐ a total sum not to exceed_____

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☐ The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR:

Cleaning Services

DocuSigned by:

Michael Jones

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By: Michael Jones, General Manager/Owner

1/8/2021

Date

COUNTY:

By: _____, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:

Shirley L. Murphy

08AB7F2DFDF84CA...

By: Shirley L. Murphy, Deputy County Counsel

1/8/2021

Date

EXHIBIT 1
TO AMENDMENT # 3

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)