

Marsden Central, L.L.C.
doing business as
Spencer Building Maintenance

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #6565

THIS SECOND AMENDMENT to that Agreement for Services #6565 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Marsden Central, L.L.C., a Delaware limited liability company duly qualified to conduct business in the State of California, doing business as Spencer Building Maintenance, whose principal place of business is 1717 University Avenue West, Saint Paul, Minnesota 55104 and whose local address is 10457 Old Placerville Road, Suite 100, Sacramento, California 95827 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide routine and recurring, as-needed, and emergency janitorial services for the County's Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #6565, dated June 15, 2022, and First Amendment to Agreement for Services #6565, dated October 11, 2024 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$25,000, for a new total not-to-exceed amount of \$1,425,000, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor, mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #6565 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, paragraph four (4) is amended in its entirety to read as follows:

The total amount of this Agreement shall not exceed \$1,425,000, as amended, inclusive of all Work Orders and amended Work Orders, costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders. Services provided for partial months shall be prorated on a daily basis. It will be the responsibility of the Contractor to invoice the same.

Except as herein amended, all other parts and sections of Agreement for Services #6565 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #6565 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Purchasing Agent
"County"

Dated: _____

--MARSDEN CENTRAL, L.L.C.
doing business as
SPENCER BUILDING MAINTENANCE--

By: *Aaron D. Spencer*
Aaron D. Spencer (Jan 16, 2025 11:38 PST)
Aaron D. Spencer
President
"Contractor"

Dated: 01/16/2025