

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT to Agreement No. 13-676 ("Amendment I") is made and entered into this 27th day of Sept, 2016, by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Geil Enterprises, Inc. dba Valley Security & Alarm, whose address is 1945 N. Helm Ave., Suite 102, Fresno, CA 93727, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 13-676, dated October 29, 2013 ("Agreement") pursuant to which CONTRACTOR agreed to provide inspections and preventative maintenance to intrusion alarm systems at various COUNTY facilities;

WHEREAS, CONTRACTOR also agreed to provide repairs, system modifications, and additions to intrusion alarm systems at COUNTY's request; and

WHEREAS, COUNTY AND CONTRACTOR now desire to amend the Agreement for additional services and to increase the total compensation accordingly.

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 the existing Agreement No. 13-676, as set forth on page 4, beginning in Section "6. COMPENSATION" on line 26 with the word "In" and ending on page 5 on line 11 with the word "CONTRACTOR.," is hereby deleted in its entirety and replaced with the following

"In no event shall services performed for the specified inspection and maintenance services for years one, two and three under this Agreement be in excess of ten thousand two hundred twenty-four dollars (\$10,224) per year. Additionally, expenditures for additional services for the initial three (3) year term of this Agreement shall not exceed a total of ninety thousand dollars (\$90,000).

Beginning with the potential fourth year of this Agreement, CONTRACTOR may increase annual inspection and maintenance fees upon thirty (30) days' advance written notice to COUNTY, provided that CONTRACTOR shall not increase such fees more than once in any

1 one-year period, and provided further that each increase will not exceed the previous fees by
2 three percent (3%) per year. Amounts for additional services for potential years four and five
3 together shall not exceed a total of one hundred sixty-three thousand dollars (\$163,000).

4 The maximum amounts under this Agreement for the potential five (5) year term shall be
5 three hundred thirteen thousand dollars (\$305,050). It is understood that all expenses incidental
6 to CONTRACTOR'S performance of services under this Agreement shall be borne by
7 CONTRACTOR."

8 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend
9 the Agreement, and upon execution of this First Amendment, the Agreement and this First
10 Amendment shall together be considered the Agreement.

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.

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

3 **CONTRACTOR**

4 M - Geil

6 Ryan Geil, President

7 Yvonne Chelberg

9 Yvonne Chelberg, CFO

10 DATE: 9/6/16

12 Geil Enterprises Inc. dba Valley Security &
13 Alarm
14 1945 N. Helm Ste. 102
Fresno, CA 93727

COUNTY OF FRESNO

Ernest Buddy Mendes

Ernest Buddy Mendes
Chairman, Board of Supervisors

DATE: September 27, 2016

ATTEST:
Bernice E. Seidel
Clerk, Board of Supervisors

Rose C. Seidel
By:

REVIEWED & RECOMMENDED FOR

APPROVAL

Robert W. Bash

Robert W. Bash,
Director of Internal Services/
Chief Information Officer

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg, County Counsel

Jan T. Smith
By:

APPROVED AS TO ACCOUNTING FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

25 FOR ACCOUNTING USE ONLY:
26 Org No.:8970
27 Account No./Fund:7205/1035/10000
28

Alan E. Crow
By: