

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT to Agreement No. 13-674 ("Amendment I") is made and entered into this 26th day of September, 2017, by and between the COUNTY of Fresno, a political subdivision of the State of California (hereinafter "COUNTY"), and Kertel Communications, Inc., dba Sebastian whose address is 7600 N. Palm Ave., Fresno, California 93711 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 13-674, dated October 29, 2013 ("Agreement") pursuant to which CONTRACTOR agreed to provide inspections, preventative maintenance and monitoring services for fire alarm systems at various COUNTY facilities, as well as additional services including needed, repairs, system modifications, and additions to the fire alarm systems at COUNTY's request ; and

WHEREAS, COUNTY AND CONTRACTOR now desire to amend the Agreement to increase the total compensation to accommodate a higher volume of needed 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 6. COMPENSATION of the Agreement, beginning on page 4, line 22 with the word "In" and ending on page 5, line 1 with the word "CONTRACTOR," is hereby deleted in its entirety and replaced with the following:

"In no event shall services performed under this Agreement be in excess of \$90,920 for the specified inspection and maintenance services for years one through three combined and \$100,008 for potential years four and five combined.

In no event shall services performed under this Agreement be in excess of \$25,144 for the specified monitoring services for years one through three combined and \$26,928 for potential years four and five combined.

Expenditures for non-specified additional services for the entire potential five (5) year term of this Agreement shall not exceed a total of \$510,000.

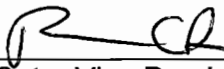
1 Lastly, in no event shall the maximum compensation under this Agreement exceed the
2 sum of \$753,000 for the entire potential five-year term. It is understood that all expenses
3 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by
4 CONTRACTOR."

5 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the
6 Agreement, and upon execution of this First Amendment, the Agreement and this First
7 Amendment shall together be considered the Agreement.

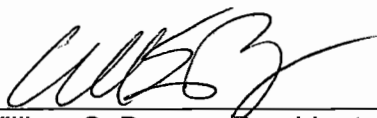
8 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
9 covenants, conditions and promises contained in the Agreement and not amended herein shall
10 remain in full force and effect.

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

3
4 **CONTRACTOR**

5 
6 Ron Cato, Vice President of Operations

7
8 DATE: 09/06/17

9
10 
11 William S. Barcus, President

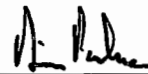
12
13 09/06/17
14 DATE:

15
16
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20 Kertel Communications, dba Sebastian
21 7600 N. Palm Ave.
22 Fresno, California 93711

23
24 **FOR ACCOUNTING USE ONLY:**

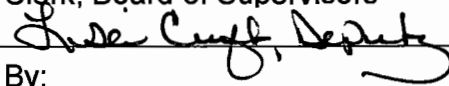
25 Org No.: 8970
26 Account No./Fund: 7205/1035/10000
27
28

COUNTY OF FRESNO


Brian Pacheco
Chairman, Board of Supervisors

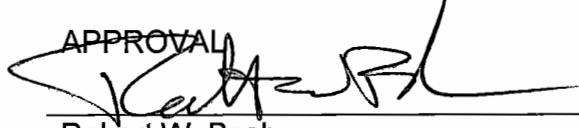
DATE: September 26, 2017

ATTEST:
Bernice E. Seidel
Clerk, Board of Supervisors

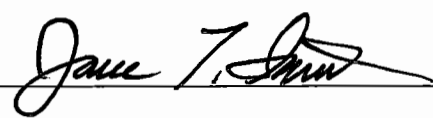

By:

REVIEWED & RECOMMENDED FOR

APPROVAL


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

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

By: 

APPROVED AS TO ACCOUNTING
FORM
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By: 