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**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement is dated August 22, 2023 and is between American Alarm Co., Inc., a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. On August 9, 2022, the County and the Contractor entered into that certain agreement with the Contractor, which is County agreement number A-22-345 ("Agreement"), for a term of one (1) year, to be automatically extended for four (4) additional consecutive twelve (12) month periods, for upgraded security electronic control system services at the Juvenile Justice Campus (JJC), located at 3333 E American Fresno, CA 93725.

B. Following the execution of the Agreement and upon near completion of the upgrade project, the County and the Contractor recognized that the existing security control equipment, located in the Central Control, Detention Unit Housing, and Commitment Housing areas are too antiquated and as such they are unable to support the updated software.

C. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation under the Agreement to address the County's need to upgrade additional security control equipment workstations.

The parties therefore agree as follows:

1. Section 6 of the Agreement located on page 15 lines 3-10 is deleted in its entirety and replaced with the following:

"The County agrees to pay, and the Contractor agrees to receive, compensation for work performed by the Contractor's staff at the rates described in Attachment A, which is attached and incorporated by this reference. In no event shall compensation paid for services in the first year of the Agreement exceed \$850,000. In no event shall total maximum compensation paid in the second year of the Agreement exceed \$750,000. An additional \$150,000 for as- needed maintenance is available for use throughout all terms of the agreement. In the event the total compensation amount for each year is not fully expended, the

1 remaining unspent funding amounts shall roll over into each subsequent year's  
2 established maximum compensation. The total amount of compensation paid to  
3 Contractor over the potential five (5) year term shall not exceed \$1,750,000.

4 2. Section 3 of the Agreement located on Attachment A page 1 is deleted in its entirety and  
5 replaced with the following:

6 "Installation of Security Control Equipment (within First Year of the Agreement  
7 shall include:

- 8 • Install new Harding Digital Communication Controller and connect to  
9 current wiring for existing intercom substations. Existing intercom  
10 substations and wiring are standard 25/70v, 2 or 4 wire devices.
- 11 • (20) ELO Touch 2415L Entuitive 24" Touchscreen Monitor
- 12 • (20) Dell Computer Workstation
- 13 • (18) Harding DCC S100 Digital Communication Controller
- 14 • (13) Harding DCE S100 Digital Communication Controller Expander
- 15 • (20) APC Smart-UPS power supply for Touch Screens
- 16 • (20) Harding IP Desk top Intercom Master Station
- 17 • (20) WonderWare© HMI Software for Touch Screens
- 18 • (16) Harding ICE – 322 2-Gang IC w/ pushbutton and custom mount.

19 3. Section 18 ENTIRE AGREEMENT located on page 22 lines 15-18 is deleted and  
20 replaced with the following:

21 "This Agreement constitutes the entire Agreement between the Contractor and  
22 the County with respect to the subject matter hereof and supersedes all previous  
23 Agreement negotiations, proposals, commitments, writings, advertisements,  
24 publications, and understandings of any nature whatsoever unless expressly  
25 included in this Agreement. In the event of any inconsistency in interpreting the  
26 documents which constitute this Agreement, the inconsistency shall be resolved  
27 by giving precedence in the following order of priority: (1) the text of this  
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Amendment No. 1; (2) the Agreement including the Attachments to the Agreement; and (3) the Attachments to the Agreement.

4. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No. 1 together constitute the Agreement.

5. The Contractor represents and warrants to the County that:

- a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 1.
- b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 1 legally binds the Contractor to the terms of this Amendment No. 1.

6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.

7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 AMERICAN ALARM CO., INC.

COUNTY OF FRESNO

4  
5 David Miller  
David Miller (Jul 23, 2023 07:27 PDT)

6 David Miller, President

7 1671 Vineyard Drive  
8 Antioch, CA 94509

9  
10 Sal Quintero  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

11 **Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

12 By: Alexandria Vieira  
Deputy

13 For accounting use only:  
14 Org No.:8935  
Account No.:7295, 7205  
15 Fund No.:1045  
Subclass No.:10000

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