

AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated June 6, 2023 and is between NOBICO INC. dba Integrated Electronics, a California corporation, whose address is 2576 N Bundy Drive, Fresno, CA 93727 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On November 6, 2018, the County and the Contractor entered into agreement, which is County agreement number A-18-650 ("Agreement"), for alarm maintenance, repair inspection and monitoring services.

B. On October 25, 2022, the County and the Contractor entered into Amendment No. 1 to Service Agreement number 22-477 to extend the Agreement for the second additional one (1) year period to expire on November 6, 2023 and to increase the total compensation from \$734,000 to \$1,000,000.

C. The County and the Contractor now desire to further amend the Agreement to increase the total compensation by \$500,000 under the Agreement due to additional increased service requests throughout the County.

The parties therefore agree as follows:

1. Section V. Compensation/Invoicing, of the Agreement as previously amended starting on Page 4, line 8 through 22 of the Agreement is deleted in its entirety and replaced with the following:

"In no event shall compensation for services performed under this Agreement exceed two hundred forty-seven thousand eight hundred and sixty dollars (\$247,860) for the specified inspection and maintenance services for the initial three (3) years of this Agreement. In no event shall compensation for services performed under this agreement exceed eight-two thousand six hundred and twenty dollars (\$82,620), for the specified inspection and maintenance services for each of the two (2) potential one (1) year extensions of this Agreement. In no event shall compensation for additional services performed under this

1 Agreement, which may include but is not limited to, emergency services, repairs,
2 installations, upgrades, replacements, and the purchase of products ("Additional
3 Services"), exceed one million eighty-six thousand nine hundred dollars
4 (\$1,086,900) for the entire potential five (5) year term of this Agreement.
5 Additional services shall be provided at the rates set forth in Attachment "B". The
6 Maximum expenditure under this Agreement for the potential five (5) year term
7 shall not exceed one million five hundred thousand (\$1,500,000). It is understood
8 that all expenses incidental to Contractor's performance of services under this
9 Agreement shall be borne by Contractor.

10 Contractor shall invoice County for inspection and maintenance services
11 individually by facility upon completion of each service at each facility. Contractor
12 shall submit invoices to the County of Fresno Internal Services Department,
13 Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612, [isdap-](mailto:isdap-ar@fresnocountyca.gov)
14 ar@fresnocountyca.gov. The terms of payment under this Agreement shall be
15 Net-forty-five (45) days commencing upon the receipt of an approved invoice by
16 County."

17 2. Section XV ENTIRE CONTRACT of the Agreement as previously amended located at
18 page 9, line 23 through Page 10, line 1 of the Agreement is deleted in its entirety and replaced
19 with the following:

20 "This Agreement constitutes the entire agreement between Contractor and
21 County with respect to the subject matter hereof and supersedes all previous
22 Agreement negotiations, proposals, commitments, writings, advertisements,
23 publications, and understanding of any nature whatsoever unless expressly
24 included in this Agreement. In the event of any inconsistency in interpreting the
25 documents which constitute this Agreement, the inconsistency shall be resolved
26 by giving precedence in the following order of priority: (1) the text of this
27 Amendment No. 2; (2) Amendment No. 1; (3) the Agreement (excluding
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1 Attachments "A" and "B"); (4) Attachment A (County's Request for Quotation 18-
2 061("RFQ")); and (5) Attachment "B" (Contractor's Response to the RFQ)."

3 3. When both parties have signed this Amendment No. 2, the Agreement, Amendment
4 No.1 and this Amendment No. 2 together constitute the Agreement.

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

6 a. The Contractor is duly authorized and empowered to sign and perform its obligations
7 under this Amendment.

8 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
9 to do so and his or her signature on this Amendment legally binds the Contractor to
10 the terms of this Amendment.

11 5. This Amendment may be signed in counterparts, each of which is an original, and all of
12 which together constitute this Amendment.

13 6. The Agreement as previously amended and as amended by this Amendment No. 2 is
14 ratified and continued. All provisions of the Agreement as previously amended and not
15 amended by this Amendment No. 2 remain in full force and effect.

16 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 2 on the date stated in the introductory
2 clause.

3 NOBICO INC. dba Integrated Electronics COUNTY OF FRESNO
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5 Norm Dimick
Norm Dimick (Apr 10, 2023 15:51 PDT)

6 Norm Dimick, President/CEO

7 2576 N. Bundy Drive
8 Fresno, CA 93727

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

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

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11 By: Hanana
Deputy

12 For accounting use only:

13 Org No.: ~~8970~~ 8935
Account No.: 7205
14 Fund No.: ~~1005~~ 1045
Subclass No.: 10000
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