

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT ("First Amendment") to the Agreement ("Agreement") is made and entered into this 19th day of October, 2021, by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Geil Enterprises, Inc., dba Valley Security and Alarm, a California corporation, whose address is 1945 N. Helm Ave., Ste. 102, Fresno, CA 93727, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 18-652, dated November 6, 2018 ("Agreement"), for Alarm System - Maintenance, Repair, Inspection, and Monitoring services for County facilities;

WHEREAS, due to unforeseen volume of intrusion alarm requests for repairs and installation of new systems, COUNTY desires to increase the maximum compensation available under the Agreement; and

WHEREAS, COUNTY and CONTRACTOR agree that the Agreement should be amended to account for this increase, and extend the Agreement by one year.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. This First Amendment shall serve as a one-year extension of the Agreement through November 6, 2022, in accordance with Section III of the Agreement.

2. Section V. COMPENSATION, on page 4, lines 6-23, is hereby deleted, and replaced with the following:

"V. COMPENSATION/INVOICING:

COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation pursuant to the rates set forth in Attachment "B".

In no event shall the maximum compensation paid for services performed under this Agreement for the potential for the potential five (5) year term exceed \$279,000. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

CONTRACTOR shall invoice COUNTY for inspection and maintenance services individually

1 by facility upon completion of each service at each facility. CONTRACOTR shall submit invoices to
2 ISDSecurityDivisionInvoices@FresnoCountyCA.gov. The terms of payment under this Agreement
3 shall be net forty-five (45) days commencing upon the receipt of an approved invoice by COUNTY.

4 3. ELECTRONIC SIGNATURES. The parties agree that this First Amendment may be
5 executed by electronic signature as provided in this section. An “electronic signature” means any symbol
6 or process intended by an individual signing this First Amendment to represent their signature, including
7 but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an
8 electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each
9 electronic signature affixed or attached to this First Amendment (1) is deemed equivalent to a valid
10 original handwritten signature of the person signing this First Amendment for all purposes, including but
11 not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force
12 and effect as the valid original handwritten signature of that person. The provisions of this section satisfy
13 the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act
14 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
15 signature represents that it has undertaken and satisfied the requirements of Government Code section
16 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that
17 representation. This First Amendment is not conditioned upon the parties conducting the transactions
18 under it by electronic means and either party may sign this First Amendment with an original handwritten
19 signature.

20 4. COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend
21 the Agreement, and that upon execution of this First Amendment, the Agreement and this First Amendment
22 together shall be considered the Agreement.

23 5. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
24 covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in
25 full force and effect.


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

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CONTRACTOR



(Authorized Signature)

Roy Hernandez President

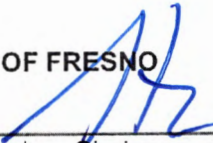
Print Name & Title

1945 W. Helm Ste. 102

Fresno CA 93727

Mailing Address

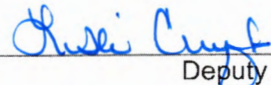
COUNTY OF FRESNO



Steve Brandau, 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

By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1035

Subclass: 10000

ORG: 8970

Account: 7205