

1 **AMENDMENT NO. 2 TO SERVICE AGREEMENT**

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

6 **Recitals**

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

10 B. On October 25, 2022, the County and the Contractor entered into Amendment No. 1 to  
11 Service Agreement number 22-477 to extend the Agreement for the second additional one (1)  
12 year period to expire on November 6, 2023 and to increase the total compensation from  
13 \$734,000 to \$1,000,000.

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

17 The parties therefore agree as follows:

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

21 "In no event shall compensation for services performed under this Agreement  
22 exceed two hundred forty-seven thousand eight hundred and sixty dollars  
23 (\$247,860) for the specified inspection and maintenance services for the initial  
24 three (3) years of this Agreement. In no event shall compensation for services  
25 performed under this agreement exceed eight-two thousand six hundred and  
26 twenty dollars (\$82,620), for the specified inspection and maintenance services  
27 for each of the two (2) potential one (1) year extensions of this Agreement. In no  
28 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](mailto: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  
28

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]  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

4  
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, 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

10 By: \_\_\_\_\_  
11 Deputy

12 For accounting use only:

13 Org No.: ~~8970~~, 8935

Account No.: 7205

14 Fund No.: ~~1035~~ 1045

15 Subclass No.: 10000