

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT to Agreement No. 13-676 ("Amendment II") 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 Geil Enterprises, Inc., dba Valley Security & Alarm, whose address is 1945 N. Helm Ave., Suite 102, Fresno, California 93727 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 13-676, dated October 29, 2013 ("Agreement") pursuant to which CONTRACTOR agreed to provide inspections and preventative maintenance to intrusion alarm systems at various COUNTY facilities, as well as repairs, system modifications, and additions to the intrusion alarm systems at COUNTY's request; and

WHEREAS, COUNTY AND CONTRACTOR entered into a First Amendment to Agreement on September 27, 2016 ("First Amendment") to provide for additional services and to increase the compensation accordingly; and

WHEREAS, COUNTY AND CONTRACTOR now desire to further amend the Agreement to accommodate an even higher volume of needed services and to further increase the total compensation accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY AND CONTRACTOR agree to further amend the Agreement as follows:

The portion of Section 6. COMPENSATION of the Agreement, beginning on page 4, line 26 with the word "In" and ending on page 5, line 11 with the word "CONTRACTOR," as amended, is hereby deleted in its entirety and replaced with the following:

"In no event shall expenditures for specified inspection and maintenance services for years one, two and three under this Agreement be in excess of \$10,224 per year. Additionally, expenditures for additional services for the initial three (3) year term of this Agreement shall not exceed a total of \$90,000.

Beginning with the potential fourth year of this Agreement, CONTRACTOR may increase annual inspection and maintenance fees upon thirty (30) days' advance written notice to COUNTY, provided that CONTRACTOR shall not increase such fees more than once in any one-year period, and provided further that each increase will not exceed the previous fees by three

1 percent (3%) per year. In no event shall expenditures for specified inspection and maintenance
2 services for years four and five combined be in excess of \$21,378. Amounts for additional services
3 for potential years four and five combined shall not exceed a total of \$327,000.

4 The maximum expenditure under this Agreement for the potential five (5) year
5 term shall be \$469,050. It is understood that all expenses incidental to CONTRACTOR'S
6 performance of services under this Agreement shall be borne by CONTRACTOR."

7 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient
8 to amend the Agreement and that upon execution of this Second Amendment, the original
9 Agreement, First Amendment, and this Second Amendment shall together constitute the full
10 Agreement.

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

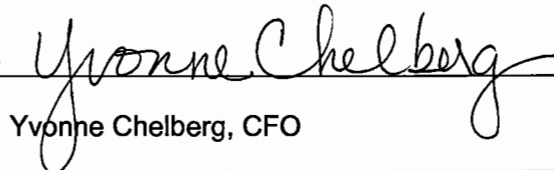
1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and
2 year first hereinabove written.

3
4 **CONTRACTOR**

5 

6 Roy Hernandez, President

7
8 DATE: 8.29.17

9
10
11 

12 Yvonne Chelberg, CFO

13
14
15 DATE: 8/29/17

16 Geil Enterprises Inc. dba Valley Security &
17 Alarm
18 1945 N. Helm St. #102
19 Fresno, California 93727

20
21
22
23 **FOR ACCOUNTING USE ONLY:**

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

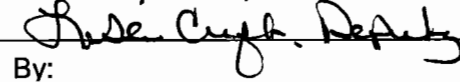
COUNTY OF FRESNO



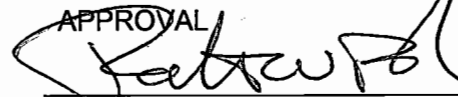
Brian Pacheco
Chairman, Board of Supervisors

DATE: September 26, 2017

ATTEST:
Bernice E. Seidel
Clerk, Board of Supervisors

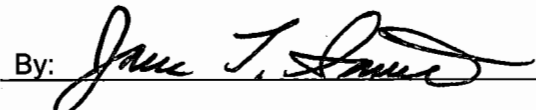

By:

**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: 