

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT to Agreement No. 14-670 ("Amendment III") is made and entered into this 1st day of May, 2018, by and between the County of Fresno, a political subdivision of the State of California (hereinafter "COUNTY"), and Bedard Controls, Inc., a California corporation, whose address is 4644 W. Jennifer Ave. #103 Fresno, CA 93722 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 14-670, dated October 28, 2014 ("Agreement") pursuant to which CONTRACTOR agreed to provide troubleshooting maintenance, support, and upgrades for Metasys hardware and Application and Data Server Software (hereinafter "ADS"); and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement No. 14-670, dated October 13, 2015 ("Amendment I") to provide for additional services and to increase the maximum compensation accordingly; and

WHEREAS, COUNTY and CONTRACTOR entered into a Second Amendment to Agreement No. 14-670, dated July 12, 2016 ("Amendment II") to provide a Direct Digital Control (DDC) upgrade for its Building Management System at the Fresno County Main Jail and to increase the maximum compensation accordingly; and

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

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

The portion of Section VI. COMPENSATION/INVOICING of Agreement No. 14-670, as amended and set forth in Amendment II beginning on page 1, line 23 with the word "The" and ending on page 2, line 9 with the word "CONTRACTOR.," is hereby deleted and replaced with the following:

1 "Notwithstanding any other provision of this Agreement, in no event shall the maximum
2 total compensation for Additional Fees and Materials exceed a total of \$1,972,028 for the entire
3 potential five-year term of this Agreement.

4 C) TOTAL CONTRACT AMOUNT

5 In no event shall the maximum total compensation payable under this Agreement
6 exceed \$2,000,000 over the entire potential five (5) year term of this Agreement. It is
7 understood that all expenses incidental to CONTRACTOR's performance of services under
8 this Agreement shall be borne by CONTRACTOR."

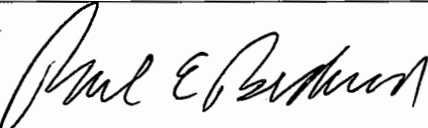
9 COUNTY and CONTRACTOR agree that this Amendment III is sufficient to amend the
10 Agreement and that upon execution of this Amendment III, the Agreement, Agreement I,
11 Agreement II, and this Amendment III, shall together constitute the complete Agreement
12 between the parties.

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

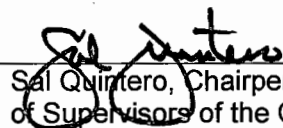
EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

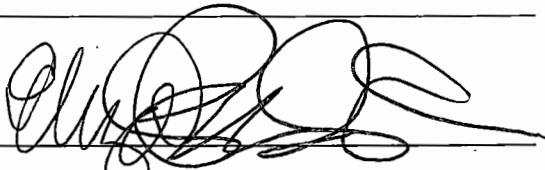
COUNTY OF FRESNO



Paul E. Bedard,
President



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



Elizabeth Bedard,
Secretary/Treasurer

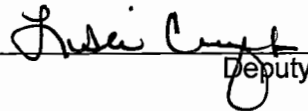
~~Bedard Controls, Inc.~~
4644 W. Jennifer Avenue, Suite 103
Fresno, CA 93722

Bedard Controls Inc.
1521 Tollhouse RD
Suite D
Clovis, CA 93611

ATTEST:

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

By: _____


Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 8935
Account No.: 7205
Fund: 1045
Subclass: 10000