

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

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1) is dated
3 _____ and is between Secure-Centric, Inc., a California corporation
4 ("Contractor"), and the County of Fresno, a political subdivision of the State of California
5 ("County").

6 **Recitals**

7 A. On September 24, 2024, the County and the Contractor entered into Agreement No. A-
8 24-514 ("Agreement") for a continued subscription to the Proofpoint software products and
9 services from the Contractor, Proofpoint's third-party reseller.

10 B. Following the execution of the Agreement, the County identified additional software
11 products that are needed for email protection.

12 C. The County and the Contractor now desire to amend the Agreement to update Exhibit A
13 to include additional software, products and services, to increase the maximum compensation to
14 account for these additional items, to update noticing information, and to delegate authority to
15 the County's Director of Information Technology/Chief Information Officer to add additional
16 Proofpoint software, products, and services in the future to mitigate threats, which shall be
17 retroactive to February 7, 2025.

18 The parties therefore agree as follows:

19 1. Section 3.2 – "Maximum Compensation" of the Agreement located at page 2, line 21
20 through line 22 is deleted and replaced with the following:

21 **"Maximum Compensation.** The maximum compensation payable to the
22 Contractor under this Agreement is \$1,251,481 for the entire three-year term of
23 this Agreement."

24 2. Section 3.3 – "Invoices" of the Agreement, located on page 3, lines 3 through 8, is
25 deleted in its entirety and replaced with the following:

26 **"Invoices.** The Contractor shall submit monthly invoices referencing the provided
27 agreement number to the County of Fresno, Information Technology Services
28 Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612,

1 itsdbusinessoffice@fresnocountyca.gov. The Contractor shall submit each
2 invoice within 60 days after the month in which the Contractor performs services
3 and in any case within 60 days after the end of the term or termination of this
4 Agreement.”

5 3. Section 12.11 ENTIRE AGREEMENT located at page 11, lines 1 through 8, is deleted
6 and replaced with the following:

7 “This Agreement constitutes the entire Agreement between the Contractor and
8 the County with respect to the subject matter hereof and supersedes all previous
9 Agreement negotiations, proposals, commitments, writings, advertisements,
10 publications, and understandings of any nature whatsoever unless expressly
11 included in this Agreement. In the event of any inconsistency in interpreting the
12 documents which constitute this Agreement, the inconsistency shall be resolved
13 by giving precedence in the following order of priority: (1) the text of this
14 Amendment No. 1; (2) the Agreement [including Exhibits A through D]; and (3)
15 Exhibits A through D.”

16 4. Exhibit A – “Scope of Services” of the Agreement located at page A-1 is deleted in its
17 entirety and replaced with the attached Exhibit A and is hereto incorporated by this reference.

18 5. When both parties have signed this Amendment No. 1, the Agreement and this
19 Amendment No. 1 together constitute the Agreement.

20 6. The Contractor represents and warrants to the County that:

- 21 a. The Contractor is duly authorized and empowered to sign and perform its obligations
22 under this Amendment No. 1.
- 23 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
24 authorized to do so and his or her signature on this Amendment No. 1 legally binds
25 the Contractor to the terms of this Amendment No. 1.

26 7. The parties agree that this Amendment No. 1 may be executed by electronic signature
27 as provided in this section.

- 1 a. An “electronic signature” means any symbol or process intended by an individual
2 signing this Amendment No. 1 to represent their signature, including but not limited
3 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
4 (3) an electronically scanned and transmitted (for example by PDF document)
5 version of an original handwritten signature.
- 6 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
7 equivalent to a valid original handwritten signature of the person signing this
8 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
9 any administrative or judicial proceeding, and (2) has the same force and effect as
10 the valid original handwritten signature of that person.
- 11 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
12 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
13 2, Title 2.5, beginning with section 1633.1).
- 14 d. Each party using a digital signature represents that it has undertaken and satisfied
15 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
16 through (5), and agrees that each other party may rely upon that representation.
- 17 e. This Amendment No. 1 is not conditioned upon the parties conducting the
18 transactions under it by electronic means and either party may sign this Amendment
19 No. 1 with an original handwritten signature.

20 8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
21 all of which together constitute this Amendment No. 1.


22 9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
23 provisions of the Agreement not amended by this Amendment No. 1 remain in full force and
24 effect.

25 [SIGNATURE PAGE FOLLOWS]
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27
28

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 SECURE-CENTRIC, INC.

COUNTY OF FRESNO

4
5 
6 Son Phan, Co-owner

7 335 Los Cerros Dr.
8 Greenbrae, CA 94904

Ernest Buddy Mendes, 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: _____
Deputy

12 For accounting use only:

13 Org No.: 8905
14 Account No.: 7309
15 Fund No.: 1020
16 Subclass No.: 10000
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Exhibit A

The Contractor shall be compensated for Proofpoint software, products, and services. Due to the steadfast evolution of email threats and subsequent creation of defense mechanisms against such threats by Proofpoint, the Director of Information Technology/Chief Information Officer (Director) requires the authority to respond to new threats to the County's email system in a timely manner through the acquisition of new Proofpoint products. Upon approval of this Amendment, the Director, or their designee, shall sign the provided change order documentation and/or memo, which shall include new product details and pricing information. The Contractor is not entitled to any compensation except as detailed in this Exhibit A or as detailed in any subsequent change order documentation and/or memo signed by the Director and is subject to the maximum compensation of the Agreement.

Newly Added Product: ZenGuide: Phishing Protection, End User Training & Buffer

Product Name	SKU	Quantity	Year 1 Total*	Year 2 Total	Year 3 Total
ZenGuide	PPUP-B-P1VF-S-A	7600	\$17,404	\$29,792	\$29,792
20% Buffer for Potential Future Software, Products, and/or Services				\$208,580.29	

*Year 1 licenses shall retroactively co-term with the existing Proofpoint SKU's from February 7, 2025 through September 28, 2025. Each subsequent year's licenses shall also align with the existing Proofpoint SKU license term dates.

Existing Products

Product Name	SKU	Qty.	Year 1 Total	Year 2 Total	Year 3 Total
PFPT Enterprise P0-F-Secure	PFPT-B-P0F-S-A	7,600	\$191,976	\$191,976	\$191,976
Log API Forwarding	PPAO-M-LAPI-S-A	7,600	Included	Included	Included
Platinum Level Support	PP-SUP-PS	-	Included	Included	Included
PFPT TAP Account Takeover (US-only Deployment)	PFPT-M-TAPAU-S-A	7,600	\$43,776	\$43,776	\$43,776
PFPT Internal Mail Defense Enterprise-S	PFPT-M-IMDE-S-A	7,600	\$34,732	\$34,732	\$34,732
Proofpoint EFD Initial Configuration	PFPT-PSO-EFD-B	1	\$104.71	N/A	N/A
PFPT EFD360	PFPT-M-EFD360L-S-A	7,600	\$51,452	\$51,452	\$51,452