

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into this 22nd day of February, 2022, by and between the County of Fresno, a political subdivision of the State of California, (“COUNTY”), and Troncore, LLC., a Delaware limited liability company, whose address is 31789 Country View Road, Temecula, California, 92591, (“CONTRACTOR”).

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 20-394, dated October 6, 2020 (“Agreement”) pursuant to which CONTRACTOR agreed to provide Information Technology security auditing and testing services related to the COUNTY’s Information Technology network and infrastructure; and

WHEREAS, following execution of the Agreement, COUNTY recognized an increased need for these services to comply with increasingly stringent Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) regulations, and increase the security of the COUNTY’s Information Technology systems from possible outside intrusions; and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Agreement to add these services and increase the maximum compensation under the Agreement to address the COUNTY’s need for additional services.

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

1. Section 5 of the Agreement, located on page 3, lines 16 through 28, is deleted in its entirety, and replaced with the following:

“COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows: For each engagement of CONTRACTOR’s Services, a Statement of Work shall be prepared according to the following rates and approved by the Contract Administrator before work begins:

Type of Staff	Cost per Hour
Principal Consultant	\$150.00
Project Manager	\$125.00

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2 CONTRACTOR shall submit invoices via email to [ISDBusinessOffice@FresnoCountyCA.gov](mailto:ISDBusinessOffice@FresnoCountyCA.gov) or to  
3 the Internal Services Business Office at 333 W. Pontiac Way, Clovis, CA 93612.

4 In no event shall compensation paid for services performed under this Agreement exceed  
5 \$615,000 during the total possible five (5) year term of this Agreement. It is understood that all  
6 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be  
7 borne by CONTRACTOR."

8 COUNTY and CONTRACTOR agree this First Amendment is sufficient to amend the  
9 Agreement, and that upon execution of the First Amendment, the Agreement and this First  
10 Amendment together shall be considered the Agreement.

11 The parties agree that this First Amendment may be executed by electronic signature as  
12 provided in this section. An "electronic signature" means any symbol or process intended by an  
13 individual signing this First Amendment to represent their signature, including but not limited to  
14 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
15 electronically scanned and transmitted (for example by PDF document) of a handwritten  
16 signature. Each electronic signature affixed or attached to this First Amendment (1) is deemed  
17 equivalent to a valid original handwritten signature of the person signing this First Amendment  
18 for all purposes, including but not limited to evidentiary proof in any administrative or judicial  
19 proceeding, and (2) has the same force and effect as the valid original handwritten signature of  
20 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
21 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title  
22 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has  
23 undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),  
24 paragraphs (1) through (5), and agrees that each other party may rely upon that representation.  
25 This First Amendment is not conditioned upon the parties conducting the transactions under it  
26 by electronic means and either party may sign this First Amendment with an original handwritten  
27 signature.

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

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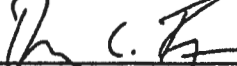
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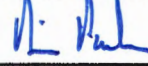
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

3 **CONTRACTOR**

**COUNTY OF FRESNO**

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5 (Authorized Signature)

Brian Pacheco, Chairman of the Board  
of Supervisors of the County of Fresno

6 Dustin Fritz, General Manager

7 Print Name & Title

8 31789 Country View Road

9 Temecula, CA 92591

10 Mailing Address

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

15 By:   
Deputy

16 FOR ACCOUNTING USE ONLY:

17 Fund: 1020

18 Subclass: 10000

19 ORG: 8905

20 Account: 7295