

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into this 25th day of September, 2018 ("Effective Date"), by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California ("COUNTY"), and Canyon Solutions, Inc., an Arizona Corporation, located at 40 North Central Avenue, Suite 1400, Phoenix, Arizona 85004 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 16-371, dated June 21, 2016 ("Agreement"), pursuant to which CONTRACTOR agreed to upgrade, maintain, and provide support for the JCATS Defender system to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to add additional services to the Agreement.

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

1. Section VI Subsection C of the Agreement, "ADDITIONAL SERVICE FEES," located on page 18, lines 23 through 28 and page 19, lines 1 and 2, is deleted in its entirety and replaced with the following:

"Beginning July 1, 2017, programming which is initiated by COUNTY and that requires eight (8) hours or fewer of programmer time for each occurrence will be made at no additional cost to COUNTY. Programming requests in excess of eight (8) hours of programmer time will be evaluated by CONTRACTOR and may be done at no additional cost. Programming requests that are determined to require more than eight (8) hours of programmer time and are considered to be at additional cost, will be made available to COUNTY at a preferred customer rate of one hundred twenty five dollars (\$125.00) per hour. In no event shall the Additional Service Fees under this Agreement exceed one hundred thousand dollars (\$100,000.00)."

2. Section VI Subsection D of the Agreement, "TOTAL CONTRACT AMOUNT," located on page 19, lines 4 through 7, is deleted in its entirety and replaced with the following:

"In no event shall the services performed under this Agreement exceed four hundred

1 twenty thousand dollars (\$420,000.00) during the entire potential five (5) year term of this
2 Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of
3 services under this Agreement shall be borne by CONTRACTOR."

4 3. Section XIV Subsection A, "AUTHORITY TO GIVE AND RECEIVE NOTICES" of the
5 Agreement, located on page 23, lines 25 through 28 and page 24, lines 1 through 9, is deleted in its
6 entirety and replaced with the following:

7 "The persons and their addresses having authority to give and receive notices under this
8 Agreement include the following:

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10 COUNTY OF FRESNO
11 Director of Internal Services/CIO
12 333 W. Pontiac Way
13 Clovis, CA 93612
isdcontracts@FresnoCountyCA.gov

CONTRACTOR
Terri Barrett
Finance Director
40 North Central Avenue, Suite 1400
Phoenix, AZ 85004
t-barrett@canyonsolutions.com

14 Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted
15 under this Agreement or by law shall be in writing and shall be deemed duly served when personally
16 delivered to one of the parties, or in lieu of such personal services, when deposited in the United
17 States Mail, postage prepaid, addressed to such party or by electronic mail sent to and confirmed by
18 CONTRACTOR at CONTRACTOR's email address."

19 4. Section XI, located at page 21, lines 5-12, is deleted in its entirety and replaced with the
20 following:

21 "CONTRACTOR agrees to indemnify, save, hold harmless, and at County's request, defend
22 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
23 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
24 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
25 employees under this Agreement, and from any and all costs and expenses (including attorney's fees
26 and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
27 corporation who may be injured or damaged by the performance, or failure to perform, of
28 CONTRACTOR, its officers, agents or employees under this Agreement."

1 5. Add "Section E. CYBER LIABILITY" at page 22, between lines 10 and 11:

2 "CONTRACTOR shall obtain cyber liability insurance with limits of not less than Two Million
3 Dollars (\$2,000,000) per occurrence. Coverage shall include, but not be limited to, claims involving
4 Cyber Risks. The cyber liability policy shall be endorsed to cover the full replacement value of damage
5 to, alteration of, loss of, or destruction of intangible property (including but not limited to information or
6 data) that is in the care, custody, or control of the CONTRACTOR.

7 Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches,
8 which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of
9 any of the Contractor's obligations under Section # of this agreement; (iii) infringement of intellectual
10 property including, but not limited to infringement of copyright, trademark, and trade dress; (iv)
11 invasion of privacy, including release of private information; (v) information theft; (vi) damage to or
12 destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations
13 under this agreement regarding electronic information, including Personal Information; (viii) network
14 security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory
15 fines and penalties related to the Contractor's obligations under this agreement regarding electronic
16 information, including Personal Information; and (xi) credit monitoring expenses."

17 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
18 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
19 shall be considered the Agreement.

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

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

CONTRACTOR

COUNTY OF FRESNO

Tom Barrett
(Authorized Signature)

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

Terri Barrett - President
Print Name & Title

Canyon Solutions, Inc.

Two N. Central Ave Suite 1800
Mailing Address Phoenix AZ 85004

ATTEST:

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

By: Rose Cuyler
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 2880

Fund/Subclass: 0001/10000

Account No.: 7311