

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of May, 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, ("CITY"), and ACCUVANT, INC., a Delaware corporation (herein after referred to as "CONSULTANT").

### **RECITALS**

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated October 24, 2014, for a professional technical security assessment and advisory services for Project Number: OP-119444, (hereinafter referred to as "Agreement;");

WHEREAS, CONSULTANT has satisfactorily performed the scope of services described in the Agreement;

WHEREAS, City desires to modify the scope of work of the Agreement to include additional planning services beyond what CONSULTANT previously provided;

WHEREAS, the modified scope of work contained in Attachment A of this Amendment shall be completed one year from the date of this Amendment; and

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in Attachment "A", attached hereto and incorporated herein by reference. Such additional services shall be completed according to the scope of work following execution of this Amendment by both parties.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be not exceed \$48,000 excluding expenses.

3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated October 24, 2014, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written

CITY OF FRESNO,  
a municipal corporation

ACCUVANT, INC.  
A Delaware corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

and by ACCUVANT, INC.  
officer as indicated below

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

Name: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: \_\_\_\_\_  
(if corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary

By: \_\_\_\_\_  
Brandon M. Collet      Date  
Deputy City Attorney

Addresses:

CITY:  
City of Fresno  
ISD Room 1070  
2600 Fresno Street  
Fresno, CA 93721

Attn: Bryon Horn  
Title: CSD Manager  
Phone: (559) 621-7119  
FAX: \_\_\_\_\_

CONSULTANT:  
Accuvant, Inc.  
Attention: Legal  
1125 17<sup>th</sup> Street, Suite 1700  
Denver, CO 80202

Phone: (303)298-0600  
FAX: (303)298-0868

Attachment: Attachment A – Scope of Services

**Attachment A**  
**SCOPE OF SERVICES**