

**AMENDMENT NO. 2 TO AGREEMENT**

This Amendment No. 2 to Agreement A-22-063 (“Amendment No. 2”) is dated July 18, 2023 and is between Troncore, LLC., a Delaware limited liability company, whose address is 31789 Country View Road, Temecula, California, 92591 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On October 6, 2020, the County and the Contractor entered into that certain agreement with Troncore, LLC., which is County Agreement No. 20-394 (“Agreement”), for technology security auditing and testing services related to the County’s Information Technology network infrastructure, for a base term of three (3) years with the option to extend for two additional consecutive twelvemonth periods, upon the written approval of both parties no later than thirty (30) days prior to the first day of the next twelve-month extension period; and

B. On February 22, 2022, the County and the Contractor entered into “First Amendment to Agreement” to increase the maximum compensation under the Agreement from \$315,000 to \$615,000 to address the County’s need for additional services.

C. Following the execution of the Agreement and Amendment No. 1 to the Agreement, the County recognized an amplified need for these services to comply with the 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

D. The County and the Contractor now desire to further amend the Agreement to increase the maximum compensation under the Agreement to address the County’s need for additional services, such as further internal and external penetration testing for the County’s Information Technology network and infrastructure, to ensure the County has the amenities required to remain HIPAA compliant.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Contractor agree as follows:

1 1. Section 1 of the Agreement as previously amended located on page 1, lines 20-28 and  
2 page 2, lines 1-7 is deleted in its entirety, and replaced with the following:

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

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

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

13 In no event shall compensation for services performed under this Agreement exceed  
14 \$747,000 during the total possible five (5) year term of this Agreement. It is understood that  
15 all expenses incidental to Contractor’s performance of services under this Agreement shall  
16 be borne by Contractor.”

17 2. Section 16 “ENTIRE AGREEMENT” located on page 18, lines 1-4 is deleted and  
18 replaced with the following:

19 “This Agreement constitutes the entire Agreement between the Contractor and  
20 the County with respect to the subject matter hereof and supersedes all previous  
21 Agreement negotiations, proposals, commitments, writings, advertisements,  
22 publications, and understandings of any nature whatsoever unless expressly  
23 included in this Agreement. In the event of any inconsistency in interpreting the  
24 documents which constitute this Agreement, the inconsistency shall be resolved  
25 by giving precedence in the following order of priority: (1) the text of this  
26 Amendment No. 2 to Agreement, (2) First Amendment to Agreement, (3) the  
27 Agreement and (4) Exhibits A through C of the Agreement.”  
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1 3. When both parties have signed this Amendment No. 2, the Agreement, Amendment  
2 No.1 A-22-063 and this Amendment No. 2 together constitute the Agreement.

3 4. The Contractor represents and warrants to the County that:

4 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
5 under this Amendment.

6 b. The individual signing this Amendment on behalf of the Contractor is duly authorized  
7 to do so and his or her signature on this Amendment legally binds the Contractor to  
8 the terms of this Amendment.

9 5. This Amendment No. 2 may be signed in counterparts, each of which is an original, and  
10 all of which together constitute this Amendment No. 2.

11 6. The Agreement as previously amended and here as amended by this Amendment No. 2  
12 is ratified and continued. All provisions of the Agreement as previously amended here and not  
13 amended by this Amendment No. 2 remain in full force and effect.

14 [SIGNATURE PAGE FOLLOWS]  
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The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

Troncore, LLC.

COUNTY OF FRESNO

Dustin Fritz  
Dustin Fritz, General Manager  
31789 County View Road  
Temecula, CA 92591

Sal Quintero  
Sal Quintero, 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

By: Alexandria Vieira  
Deputy

For accounting use only:  
Org No.: 8905  
Account No.: 7295  
Fund No.: 1020  
Subclass No.: 10000