



**AMENDMENT NUMBER ONE  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
RCA-017-17010018  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
TEVORA BUSINESS SOLUTIONS INC.  
FOR CYBER SECURITY ASSESSMENT & AUDIT SERVICES**

This Amendment No. 1 to RCA-017-17010018 ("Amendment No. 1") is made and entered into upon execution of all necessary signatures between the County of Orange ("County"), a political subdivision of the State of California, acting through Orange County Information Technology ("OCIT"), and Tevora Business Solutions Inc. ("Contractor") with a place of business at 17875 Von Karman Ave., Ste. #100, Irvine, CA, 92614, with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, Contractor responded to a Request for Proposal for Cyber Security Assessment & Audit Services and represented that its proposed products and services meet or exceed the requirements and specifications of the Scope of Work; and

**WHEREAS**, on April 11, 2017, the Parties entered into Regional Cooperative Agreement RCA-017-17010018 for Cyber Security Assessment & Audit Services ("Contract"), effective April 11, 2017 through and including April 10, 2020; and

**WHEREAS**, the Parties now desire to renew the Contract for one (1) additional year and to replace Article "S", Change of Ownership, in its entirety.

**NOW, THEREFORE**, the Parties mutually agree as follows:

1. Under Additional Terms and Conditions, Article 2 entitled, "Term of Contract", shall be amended in its entirety to read as follows:

**Term of Contract:** This Contract shall commence on April 11, 2020, or upon approval of the Orange County Board of Supervisors, whichever occurs later, and continue for one (1) calendar year from that date, through and including April 10, 2021, unless otherwise terminated by County. Contract may be renewed for one (1) additional one (1)-year term under the same terms and conditions. Any renewal of this Contract may require approval by the Orange County Board of Supervisors. County is not obligated to provide a reason should it elect not to renew the Contract.

2. Under General Terms and Conditions, Article "S" entitled, "Change of Ownership", shall be deleted in its entirety and replaced with the following:

**"S. Change of Ownership/Name, Litigation Status, Conflicts with County Interests**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor

becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties."


3. This Amendment No. 1 modifies the Contract only as expressly set forth above. All other terms and conditions of the Contract shall remain unchanged and with full force and effect.


**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**TEVORA BUSINESS SOLUTIONS INC.\***

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. \*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Steve Stumpf	VP
_____ Print Name	_____ Title
	12/10/2019
_____ Signature	_____ Date

Nazy Fouladirad	CFO
_____ Print Name	_____ Title
	12/10/2019
_____ Signature	_____ Date

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**COUNTY OF ORANGE, a political subdivision of the State of California**

Annie Pham	Deputy Purchasing Agent
_____ Print Name	_____ Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
County of Orange, California

	12.13.19
_____ Deputy	_____ Date