

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-23010470
BETWEEN THE
COUNTY OF ORANGE
AND
PEREGRINE TECHNOLOGIES, INC.

This AMENDMENT NUMBER TWO to Contract number MA-060-23010470 (hereinafter “AMENDMENT NUMBER TWO”) between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department (hereinafter “COUNTY”) and Peregrine Technologies, Inc., (hereinafter “CONTRACTOR”) with a place of business at 130 Bush St., 8th Fl, San Francisco, CA 94104, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, the City of Fremont has issued a Technology Service Agreement as Contract No. 21-0113, for Real Time Data Visualization Platform now in effect from March 15, 2021, through and including March 14, 2024 (“City of Fremont Technology Service Agreement Contract No. 21-0113”), included in Attachment C; and

WHEREAS, COUNTY and CONTRACTOR executed a Contract pursuant to the City of Fremont Technology Service Agreement for Real Time Data Visualization Platform on April 25, 2023, (hereinafter “ORIGINAL CONTRACT”), for the term of April 25, 2023 through and including March 14, 2024; and

WHEREAS, the City of Fremont has issued an extension to Contract No. 21-0113, extending the Technology Service Agreement to March 14, 2025, at the same prices, terms and conditions; and

WHEREAS, COUNTY and CONTRACTOR extended the ORIGINAL CONTRACT on March 12, 2024, for the term of March 15, 2024, through and including March 14, 2025 in an amount not to exceed \$195,000, (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to increase the ORIGINAL CONTRACT in the amount of \$900,000 for a new amount not to exceed \$1,095,000 and to amend Attachment A, Scope of Work, and Attachment B, Compensation and Pricing Provisions, to add additional equipment enhancements and also, to add Additional Terms and Conditions, Sections 13 through 15, and Attachment D – Certification Regarding Anti-Lobbying, regarding Federal Grant Funds, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the this AMENDMENT NUMBER ONE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Articles, Section 5, Compensation & Payment, of the ORIGINAL CONTRACT is amended in part as follows:

The maximum amount of compensation under this Contract shall not exceed the amount of \$1,095,000 for the term commencing upon County Board of Supervisors approval through and including March 14, 2025.

- b. Attachment A, Scope of Work, Section Data Sources, of the ORIGINAL CONTRACT is amended in part as follows:

Data Sources: The Peregrine platform can integrate data of any type and format from any source system. As part of the implementation for OCSO, Peregrine will integrate up to 16 data sources, such as:

- Legacy JMS
- New JMS
- Legacy RMS
- New RMS
- Legacy CAD
- New CAD
- AVL
- Evidence.com
- Axon Respond
- Axon Fleet3 LPR (30-day retention)
- Vigilant LPR (30-day retention)
- Flock LPR (30-day retention)
- Custody Center Application
- 24-Hour Log Application
- Warrants Module
- BOLOs
- Relevant components of ServiceNow

As noted in ATTACHMENT B, the Customer shall have the option to purchase licenses, and support, for the integration of up to ten (10) additional data sources for an additional fee.

- d. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

3. Fees and Charges: County will pay fees in advance of service in accordance with the provisions of this Contract. Payment shall be as follows:

Contract amount shall not exceed \$1,095,000 for the term commencing upon County Board of Supervisors approval through and including March 14, 2025.

Contract amount shall not exceed \$1,135,000 for the contract term March 15, 2025 through and including March 14, 2026. *

**Annual renewals will be contingent upon successful renewal of the City of Fremont Technology Service Agreement.*

County shall have the ability to purchase licenses and support for the integration of ten (10) additional data systems for a firm-fixed annual fee of \$300,000 per year.

- e. Additional Terms and Conditions, Section 13. Federal Grant Funds is added to the ORIGINAL SUBORDINATE CONTRACT as follows:

13. Federal Grant Funds: The following shall apply to purchases made throughout the expenditure of Federal Grant Funds by the Orange County Sheriff's Department:

- a. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - b. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - c. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.
 - i. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 - ii. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable.
 - iii. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable."
- (A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, the Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses

of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of “funding agreement” under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - (E) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
 - (F) Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - (G) All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - (H) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
 - (I) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, https://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii.
14. Debarment and Suspension: Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
15. Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and

has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor must execute the certification, as provided in Attachment C.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page Follows-

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER TWO to Contract number MA-060-23010470.

*Contractor: Peregrine Technologies, Inc.

By: Nicholas Noone Title: President & CEO
Print Name: Nicholas Noone Date: 4/19/2024

*Contractor: Peregrine Technologies, Inc.

By: Nicholas Noone Title: Secretary
Print Name: Nicholas Noone Date: 4/19/2024

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

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.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: Annie Loo
Deputy B7726751D1E947E...

ATTACHMENT D

CERTIFICATION REGARDING ANTI-LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Peregrine Technologies, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Nicholas Noone

Signature of Contractor's Authorized Official

Nicholas Noone, President, CEO, and Secretary

Name and Title of Contractor's Authorized Official

Date 4/19/2024

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-23010470
BETWEEN THE
COUNTY OF ORANGE
AND
PEREGRINE TECHNOLOGIES, INC.

This AMENDMENT NUMBER ONE to Contract number MA-060-23010470 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department (hereinafter "COUNTY") and Peregrine Technologies, Inc., (hereinafter "CONTRACTOR") with a place of business at 130 Bush St., 8th Fl, San Francisco, CA 94104, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, the City of Fremont has issued a Technology Service Agreement as Contract No. 21-0113, for Real Time Data Visualization Platform now in effect from March 15, 2021, through and including March 14, 2024 ("City of Fremont Technology Service Agreement Contract No. 21-0113"), included in Attachment C; and

WHEREAS, COUNTY and CONTRACTOR executed a Contract pursuant to the City of Fremont Technology Service Agreement for Real Time Data Visualization Platform on April 25, 2023, (hereinafter "ORIGINAL CONTRACT"), for the term of April 25, 2023 through and including March 14, 2024; and

WHEREAS, the City of Fremont has issued an extension to Contract No. 21-0113, extending the Technology Service Agreement to March 14, 2025, at the same prices, terms and conditions; and

WHEREAS, COUNTY desires to extend the ORIGINAL CONTRACT for the term of March 15, 2024 through and including March 14, 2025 in an amount not to exceed \$195,000, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Articles, Section 3, Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect through and including March 14, 2025, unless otherwise terminated by COUNTY. Contract may be renewed for one (1) additional one-year term upon mutual agreement of both Parties and upon

successful renewal of the City of Fremont Technology Service Agreement Contract No. 21-0113. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.

- b. Articles, Section 5, Compensation & Payment, of the ORIGINAL CONTRACT is amended in part as follows:

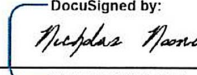
The maximum amount of compensation under this Contract shall not exceed the amount of \$195,0000 for the term of March 15, 2024 through and including March 14, 2025.

- 2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page Follows-

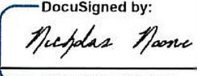
IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ONE to Contract number MA-060-23010470.

*Contractor: Peregrine Technologies, Inc.

By:  Title: President, CEO
DocuSigned by: C23E48B6A32B478...

Print Name: Nicholas Noone Date: 3/11/2024

*Contractor: Peregrine Technologies, Inc.

By:  Title: Secretary
DocuSigned by: C23E48B6A32B478...

Print Name: Nicholas Noone Date: 3/11/2024

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.


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.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By:  Title: Specifying Procurement Contract Specialist
Print Name: Crystal Milner Date: 3-12-2024

County of Orange Contract MA-060-23010470
with
Peregrine Technologies, Inc., pursuant to City of Fremont Technology Service Agreement
For
Real Time Data Visualization Platform

This Contract MA-060-23010470 is made and entered into upon execution of all necessary signatures between Peregrine Technologies, Inc., having its principal place of business at 130 Bush Street, 8th Floor, San Francisco, CA 94104 (referred as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower Street, Ste. 108, Santa Ana, CA 92703 (referred to as “County”) which are sometimes individually referred to as “Party” or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

- Attachment A- Scope of Work
- Attachment B – Compensation and Payment Terms
- Attachment C – City of Fremont Technology Service Agreement

RECITALS

WHEREAS, the City of Fremont, has issued a Technology Service Agreement now in effect from March 15, 2021, through and including March 14, 2024, with an option to extend for two additional years; and

WHEREAS, Term 28 of City of Fremont Technology Service Agreement, entitled “Competitive Procurement Selection Process”, allows any public procurement unit, governmental entities to utilize the Contract with the same provision and pricing; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into a Contract for CONTRACTOR to perform services under the City of Fremont Technology Service Agreement; and

WHEREAS, Contractor is willing to provide the services specified in this Contract to the County of Orange, Sheriff-Coroner Department;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“City of Fremont” as used in Attachment C shall mean County of Orange, its employees and authorized representatives for purposes of this Contract.

ARTICLES

1. Scope of Contract: The terms and conditions of this Contract, including those in its Attachments, specifies the terms and conditions by which Sheriff-Coroner Department will procure services in connection with the City of Fremont Technology Service Agreement from the Contractor, hereinafter referred to as “Services” as more fully detailed in Attachment A, Scope of Work.

2. Precedence: In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments.
3. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and shall be effective through and including March 14, 2024, unless otherwise terminated by County. Contract may be renewed for two (2) additional one-year term upon mutual agreement of both Parties and upon successful renewal of the City of Fremont Technology Service Agreement. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.
4. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
5. Compensation & Payment: Contractor agrees to provide services in connection with the City of Fremont Technology Service Agreement as set forth in Attachment A, Scope of Work, at the firm fixed price as specified in the City of Fremont Technology Service Agreement. The maximum amount of compensation under this Contract shall not exceed the amount of \$195,000.00.
6. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
7. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
8. Invoicing: Vendor shall reference Contract Number MA-060-23010470 on all invoices. Payment shall be made annually in advance after satisfactory acceptance by the county and in accordance to attachment B, Payment and compensation. In the event the Contractor is terminated for any reason, County shall immediately receive one/twelfth (1/12) of all prepaid development services (as listed in this contract) foreach month or portion thereof remaining for the applicable Contract year as listed in this Contract. The responsibility for providing an acceptable invoice rests with the contractor.

Invoices shall be submitted to the following location:

County of Orange
Sheriff Coroner/Technology Division
technologyinvoices@ocsheriff.gov

9. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that

an action be transferred for trial to another county.

10. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor: Peregrine Technologies, Inc.
130 Bush St. 8th Floor
San Francisco, CA 94104
Attn: Matt Chandler
Email: matt@peregrine.io
Ph: 650-619-0046

For County: County of Orange
Sheriff-Coroner Department/Technology Division
840 N. Eckhoff Street, Suite 104
Orange, CA 92868
Attn: Dave Fontneau
Email: dfontneau@ocsheriff.gov
Ph: 714-704-7919

For Purchasing: County of Orange
Sheriff-Coroner Department/Purchasing Services Bureau
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Crystal Milner, Deputy Purchasing Agent
Email: cmilner@ocsheriff.gov
Ph: 714-834-4690

11. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insured's, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall provide thirty (30) day prior written notice to the county of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, Upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or beginning of the contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract-services, Contractor must purchase and extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

12. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Signature Page

The Parties hereto have executed this Contract# MA-060-23010470 on the dates shown opposite their respective signatures below

Contractor*: Peregrine Technologies, Inc.

DocuSigned by:
Nicholas Noone
 By: _____ Title: CEO & Secretary
C23E4886A328478
 Print Name: Nicholas Noone Date: 4/24/2023

Contractor*: Peregrine Technologies, Inc.

DocuSigned by:
Nicholas Noone
 By: _____ Title: CEO & Secretary
C23E4886A328478
 Print Name: Nicholas Noone Date: 4/24/2023

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

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.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: *Crystal L. Milner* Title: *Supervising Procurement Contract Specialist*
 Print Name: Crystal Milner Date: *4/25/2023*

ATTACHMENT A

Scope of Work

Contractor shall provide a secure, interoperable, CJIS-compliant software platform that will allow for faster, more precise, and more informed decisions in real time. Contractor shall deploy the Peregrine platform, a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from Orange County Sheriff's Department (OCSD) defined data sources. The platform shall perform several critical functions including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform shall provide an efficient method for turning large amounts of raw data into actionable information. Peregrine does not provide nor create new data — the platform integrates existing data and makes it available to end users in a decision-ready state.

The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously surface actionable information while reducing manual processing needs.

The platform shall securely integrate data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.

The instant data enters the platform; it is mapped to an agency-specific data model that is molded to the unique operations of OCSD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

Implementation Team: Contractor's implementation teams consist of software engineering, product development, human-centered design, user engagement, and training experts. The Contractor's implementation team will provide continuous support and collaborate closely with OCSD to provide use case development, data modeling, data integration, training curriculums, use case / workflow development, and continuous support. Appropriate Contractor's implementation team member(s) will participate in scheduled meetings with OCSD staff virtually or in person, as mutually determined to be necessary, in order to ensure full understanding of OCSD needs for data integration, migration, and modeling. This team is committed to ensure that the Peregrine platform is quickly deployed, securely configured, and adopted for its intended purpose and generates outsized value for OCSD's personnel and stakeholders.

Solution Timeline: Contractor's modern data transformation technologies allow our software platform to come online in weeks or months as opposed to years. Once deployed, OCSD's new data system investments can be rapidly integrated and legacy data systems can be sunset without losing legacy data.

Implementation Model: Each Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days.

Milestone	Delivery	Deliverable
#1 – Kickoff	Week 2	<ul style="list-style-type: none"> • Determine data integration and user groups • Facilitate Peregrine team access to data source and initial users • Set up project team and steering committee
#2 – Data Integration, Data Modeling, and User Discovery	Month 1	<ul style="list-style-type: none"> • Deploy the Peregrine platform • Ingest, integrate, transform, model, and validate data source • Configure permission controls • Introduce platform to the first set of users • Conduct 45-day steering committee review
#3 – Real-time Workflows and Analytics	Month 2	<ul style="list-style-type: none"> • Initiate user training • Develop and implement user and team-specific workflows
#4 – Operationalization and Next Steps	Month 3	<ul style="list-style-type: none"> • Continue collecting feedback and improve user workflows • Validate work based on actionable results • Identify next steps • Conduct 90-day steering committee review (quarterly thereafter)

Data source: The Peregrine platform can integrate data of any type and format from any source system. As part of the implementation for OCSD, we propose integrating the following data sources:

Type	Integration*	Notes
JMS	30 days	Integrate legacy JMS system and create data model to work with SOMA JMS.

* Integration timelines provided are from date of access to data sources. Contractor’s implementation team will work with OCSD to get access to appropriate data sources in a timely manner; however, the timeline for implementation is highly dependent on access.

Contractor shall provide Issue Response and Resolutions as follows:

Issue Response and Resolution. Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix	Status Updates
1	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar

					day until permanent correction
3	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

- “Severity level 1 error” means any system error that, for fifty percent (50%) or more of FPD’s users, renders the system or any material portion of the system inoperative, or materially impairs use of the system in a production environment.
- “Severity level 2 error” means any system error that, for fifty percent (50%) or more of FPD’s users, substantially impairs use of one or more features or functions of the system.
- “Severity level 3 error” means any system error that, for fifty percent (50%) or more of FPD’s users, has a minimal impact on the performance or operation of the system.

ATTACHMENT B
Compensation and Pricing Provisions

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Real Time Data Visualization Platform as set forth in Attachment C, City of Fremont Technology Service Agreement and modified herein by Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with this contract.

2. **Fees and Charges:** County will pay fees in advance of service in accordance with the provisions of this Contract. Payment shall be as follows:

License includes all support, data integration maintenance, workflow development, and user training to ensure that the OCSO receives outsized impact from its deployment of Peregrine's software platform. Contractor shall not charge for travel or other miscellaneous expenses.

Contract amount shall not exceed \$195,000 for the first contract term.

3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
5. **Payment Terms – Payment in Advance :** Invoices are to be submitted in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- a. Contractor’s name and address
 - b. Contractor’s remittance address, if different from 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement No. MA-060-23010470
 - g. Date of invoice
 - h. Product/service description, quantity, and prices
 - i. Sales tax, if applicable
 - j. Freight/delivery charges, if applicable
 - k. Total

Invoice and support documentation are to be forwarded to:

County of Orange
Sheriff Coroner/Technology Division
technologyinvoices@ocsheriff.gov

8. Payment (Electronic Funds Transfer (EFT))
The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
9. Year End and Final Invoices
At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

City of Fremont Technology Service Agreement