

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

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-23010470 (hereinafter “AMENDMENT NUMBER ~~ONE~~ 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., 8<sup>th</sup> 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~~ 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 ORIGINAL CONTRACT and this AMENDMENT NUMBER TWO;

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 ~~\$195,000~~ \$1,095,000 for the term commencing upon County Board of Supervisors through and including March 14, 2025.

- c. 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 OCSD, 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 contract term commencing upon County Board of Supervisors 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/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200\\_1521.ii](https://www.ecfr.gov/cgi-bin/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 ~~ONE~~ to Contract number MA-060-23010470.

\*Contractor: Peregrine Technologies, Inc.

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: Peregrine Technologies, Inc.

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*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: \_\_\_\_\_

Deputy



**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.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date