



**AMENDMENT NO. 45**  
**TO**  
**SUBORDINATE AGREEMENT MA-017-15012296**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**ALQUEST TECHNOLOGIES, INC.**  
**FOR**  
**STRUCTURED CABLING SERVICES**

This Amendment No. 45 to Subordinate Agreement MA-017-15012296 for Structured Cabling Services is made and entered into as of the date fully executed by and between the County of Orange ("County"), a political subdivision of the State of California, acting through the Orange County Office of Information Technology ("OCIT"), and Alquest Technologies, Inc. ("Contractor") with a place of business at 1760 Yeager Avenue, La Verne, CA 91750. County and Contractor may be referred to individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, on June 26, 2015, County and Contractor executed Regional Cooperative Agreement ("RCA") #MA-017-15012110 for Structured Cabling Services for a three (3) year period, effective July 1, 2015 through June 30, 2018, with the option to renew up to two (2) consecutive one-year periods under the same terms and conditions and pricing structure; and

**WHEREAS**, on July 1, 2015, County, acting through OCIT, and Contractor entered into Subordinate Agreement MA-017-15012296 ("Subordinate Agreement"), pursuant to the terms and conditions of the RCA, for a one (1) year period, effective July 1, 2015 through June 30, 2016, in an amount not to exceed \$99,000, with the option to renew up to four (4) consecutive one-year periods under the same terms and conditions and pricing structure; and

**WHEREAS**, on March 21, 2016, County, acting through OCIT, and Contractor executed Amendment No. 1 to Subordinate Agreement to renew the term for a two (2) year period, effective July 1, 2016 through June 30, 2018, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000 annually; and

**WHEREAS**, on March 13, 2018, County and Contractor executed Amendment No. 1 to RCA to renew the term for a one (1) year period, effective July 1, 2018 through June 30, 2019; and

**WHEREAS**, on May 7, 2018, County, acting through OCIT, and Contractor executed Amendment No. 2 to Subordinate Agreement to renew the term for a one (1) year period, effective July 1, 2018 through June 30, 2019, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000; and

**WHEREAS**, on November 16, 2018, County and Contractor executed Amendment No. 2 to RCA to renew the term for a one (1) year period, effective July 1, 2019 through June 30, 2020; and

**WHEREAS**, on July 1, 2019, County and Contractor executed Amendment No. 3 to the RCA to update Contractor's business address and Article 22 entitled, "Notices"; and

**WHEREAS**, on July 3, 2019, County and Contractor ~~desire to further execute~~ amendment No. 4 to the Subordinate Agreement to update Contractor's business address, and update Article 3, entitled "Requested Services – Usage" and Article 7, entitled "Invoices", and add Article 8, entitled "Notices"; and

**WHEREAS**, County desires to amend the Subordinate Agreement to increase the annual not to exceed amount, effective from the date of this Amendment No. 5 through June 30, 2020.

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

1. Article 6 of the Subordinate Agreement entitled, "Not to Exceed Limit", including changes made in Amendment No. 1, ~~and~~ Amendment No 2 and Amendment No. 3, shall be deleted in its entirety and replaced with the following:

**"6. Not to Exceed Limit:** The Total Cost of services provided under this Subordinate Agreement shall not exceed the total amount of \$1,~~100~~455,00.00. The total annual not to exceed amounts are as follows:

July 1, 2015 through June 30, 2016: \$99,000

July 1, 2016 through June 30, 2017: \$99,000

July 1, 2017 through June 30, 2018: \$99,000

July 1, 2018 through June 30, 2019: \$203,000

July 1, 2019 through June 30, 2020: ~~\$600~~955,000"

2. This Amendment No. 45 modifies the Subordinate Agreement only as expressly set forth above. This Amendment No. 45 does not modify, alter or amend the Subordinate Agreement in any other way whatsoever. Except as amended herein, all other terms and conditions of the Subordinate Agreement shall remain unchanged and with full force and effect.

**(Remainder of Page Intentionally Left Blank)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 45 on the dates opposite their respective signatures below:

**ALQUEST TECHNOLOGIES, INC.\*:**

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

*\*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.*

**COUNTY OF ORANGE****A political subdivision of the State of California****APPROVED AS TO FORM****Office of County Counsel****County of Orange, California****Deputy County Counsel****Date**

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DEPUTY PURCHASING AGENT