

AMENDMENT NUMBER ~~ONE~~ TWO
 TO
 CONTRACT NUMBER MA-060-18010095
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 PEN-LINK LTD

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-18010095 (hereinafter “AMENDMENT NUMBER ~~ONE~~ TWO”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and Pen-Link Ltd, (hereinafter “CONTRACTOR”) with a place of business at 5936 Vandervoort Drive, Lincoln, NE 68516-2305, with COUNTY and CONTRACTOR sometimes referred to collectively as “Parties,” is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Maintenance Support of Pen-Link Title III Wire Intercept Equipment on November 14, 2017 as Contract number MA-060-18010095 (hereinafter “ORIGINAL CONTRACT”), for a one (1) year term of July 1, 2017 through and including June 30, 2018, renewable for two (2) additional two year terms; and

WHEREAS, COUNTY and CONTRACTOR entered AMENDMENT NUMBER ONE on June 7, 2018 as Contract number MA 060-18011708 amending the ORIGINAL CONTRACT to reflect payment due from COUNTY in advance, altering the renewal term from two (2) additional two year terms to three (3) additional one year terms, adding a new Attachment B, reflecting Compensation and pricing, and renewing the ORIGINAL CONTRACT, as amended, for a one year term of July 1, 2018 through and including June 30, 2019 at a Contract not to exceed amount of \$44,345; ~~COUNTY and CONTRACTOR desire to amend the ORIGINAL CONTRACT to reflect payment in advance; and~~

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-18011708 for a one year term of July 1, 2018 through and including June 30, 2019 at a Contract not to exceed amount of \$44,345 and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in this AMENDMENT NUMBER ONE;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract number MA-060-19011249 for a one year term of July 1, 2019 through and including June 30, 2020 in the amount not to exceed of \$44,345 and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in AMENDMENT NUMBER ONE; and

WHEREAS, COUNTY has requested and CONTRACTOR agrees to add pricing for years 4 and 5 of the contract at the rates set forth in Attachment B to this Amendment #2; and

WHEREAS, COUNTY desires to amend Paragraph Q., Change of Ownership, of the ORIGINAL CONTRACT in its entirety, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County’s Conflict of Interest Policy as stated in article Q herein;

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

1. **ARTICLES**

a. Articles, Additional Terms and Conditions, Section 2, Term of Contract, is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 7/1/17 through and including 6/30/20, unless otherwise terminated by COUNTY. The period of 7/1/17 through and including 6/30/18 shall be known as Contract number MA-060-18010095. The period of 7/1/18 through and including 6/30/19 shall be known as Contract number MA-060-18011708. The period of 7/1/19 through and including 6/30/20 shall be known as Contract number MA-060-19011249. This Contract may be renewed for two (2) additional one-year terms by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

b. General Terms and Conditions, Paragraph Q, Change of Ownership, of the ORIGINAL CONTRACT is amended in its entirety as follows:

Q. Change of Ownership/Name, Litigation Status, Conflict 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 Contractor 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.

- c. Attachment B, Compensation and Pricing Provisions, is amended to add pricing for years 3, 4 and 5 of the contract as provided below:

Year	Description	Cost
3	PLX Software Maintenance and Support – Premium 7-1-19 – 6/30/20	\$44,345.00
4	PLX Software Maintenance and Support – Premium 7/1/20 – 6/30/21	\$52,659.00
5	PLX Software Maintenance and Support – Premium 7-1-21 – 6/30/22	\$54,239.00

Contract shall not exceed: \$44,345.00 for the term of 7/1/19-6/30/20

- ~~b. Articles, General Terms and Conditions, Paragraph F. Acceptance/Payment is amended in its entirety as follows:~~

~~**F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in advance in accordance with Attachment B, Compensation and Pricing. In the event the Contract is terminated for any reason, Contractor shall immediately reimburse County one/twelfth (1/12) of the total prepaid maintenance support, as listed in Attachment B, Compensation and Pricing, Section 2. Fees and Charges, for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.~~

- ~~e. Articles, Additional Terms and Conditions, Section 2, Term of Contract, is amended to read in its entirety as follows:~~

~~2. Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 7/1/17 through and including 6/30/19, unless otherwise terminated by COUNTY. The period of~~

~~7/1/17 through and including 6/30/18 shall be known as Contract number MA-060-18010095. The period of 7/1/18 through and including 6/30/19 shall be known as Contract number MA-060-18011708. This Contract may be renewed for three (3) additional one-year terms by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.~~

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

Qty	Description	Cost
1	Collection Maintenance – Premium Period of Performance is 7/1/18-6/30/19	\$42,470.00
1	XNET Maintenance – Premium Period of Performance is 12/1/18-6/30/19	\$1,875.00
	Subtotal	\$44,345.00
	OC Sales Tax (8%)	\$0.00
	Total Contract Amount:	\$44,345.00

- ~~d. Attachment B, Compensation and Pricing Provisions, Section 6. Payment Terms – Payment in Arrears is amended in its entirety as follows:~~

- ~~6. Payment Terms – Payment in Advance: Invoices are payable in advance, unless otherwise directed in this Contract. Invoices are to be submitted a minimum of 30 days prior to the start of the contract term to the user agency/department at the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange 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. Failure of Contractor to submit invoices a minimum of 30 days prior to the start of the contract term shall not result in delay of services while awaiting payment from the County.~~

~~Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange 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.~~

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-18010095) is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-18011708) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect.
3. ~~All other provisions of the ORIGINAL CONTRACT except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect.~~

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-18010095

***Contractor: Pen-Link Ltd.**

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

***Contractor: Pen-Link Ltd.**

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

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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 as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-18010095)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-18011708)