

AMENDMENT NUMBER ~~THREE~~ FOUR
TO
CONTRACT MA-060-13011794
BETWEEN THE
COUNTY OF ORANGE
AND
L-3 COMMUNICATIONS MOBILE-VISION INC

This AMENDMENT NUMBER ~~THREE~~ FOUR to Contract number MA-060-13011794 (hereinafter "AMENDMENT NUMBER ~~THREE~~ FOUR") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and **L3 Communications Mobile-Vision, Inc.** (hereinafter "CONTRACTOR") with a business address of **400 Commons Way, Ste. F, Rockaway, NJ 07866-2030**, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Digital In-Car Video System (PVS) Maintenance and Support on June 17, 2013, as Contract Number MA-060-13011794 (hereinafter "ORIGINAL CONTRACT"), for a one-year term of June 24, 2013 through and including June 23, 2014 with a not to exceed amount of \$11,000 renewable for four (4) additional one-year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 17, 2014, as Contract Number MA-060-14011791 (hereinafter "AMENDMENT NUMBER ONE") for a one (1) year term of June 24, 2014 through and including June 23, 2015 and increased the not to exceed amount of the contract from \$11,000.00 to \$63,000.00 to cover maintenance services for the additional equipment purchased on June 17, 2013 that is no longer covered under the initial one-year manufacturer's warranty;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 23, 2015, as Contract Number MA-060-15011953 (hereinafter "AMENDMENT NUMBER TWO") for a one (1) year term of June 24, 2015 through and including June 23, 2016;

WHEREAS, COUNTY ~~desires to renew~~ and CONTRACTOR renewed the ORIGINAL CONTRACT on May 24, 2016, as Contract Number MA-060-16011829 (hereinafter "AMENDMENT NUMBER THREE") for a one (1) year term of June 24, 2016 through and including June 23, 2017 ~~and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to revise Attachment A Scope of Work to add Saddleback Station to item D Locations and increase the not to exceed amount by \$17,668.45 for a new not to exceed contract amount of \$80,668.45 and the CONTRACTOR has agreed to provide these goods/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. ~~Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:~~

~~1. Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/24/13 through and including 6/23/17, unless otherwise terminated by COUNTY. The period of 6/24/13 through and including 6/23/14 shall be known as Contract number MA 060 13011794. The period of 6/24/14 through and including 6/23/15 shall be known as Contract number MA 060 14011791. The period of 6/24/15 through and including 6/23/16 shall be known as Contract number MA 060 15011953. The period of 6/24/16 through and including 6/23/17 shall be known as Contract number MA 060 16011829. This Contract may be renewed for one (1) additional one year term and upon mutual agreement of both parties. The County is not required to provide a reason in the event it elects not to renew the Contract.~~

- a. Attachment A **Scope of Work**, Section I Maintenance Service Requirements, under Item D “Locations” of the ORIGINAL CONTRACT is amended in its entirety as follows:

Vendor shall provide service and maintenance, as more specifically set forth herein, for the following equipment and systems:

Item No	Location	U/M	Qty	Item Description
001	South Operations (South Ops)	Each	1	L3 Digital Evidence Pro Server
		Each	12	Dell JBOD RAID Storage Drives
		Each	1	DELL 124T-LTO-5 Tape Drive for Archiving
		Each	1	RIMAGE Dual Blue-Ray Disc Publishing System
		Each	1	DELL UPS Backup Power System
002	North Operations (North Ops)	Each	1	L3 Digital Evidence Pro Server
		Each	3	DELL JBOD RAID Storage Drive
		Each	1	DELL 124T-LTO-5 Tape Drive for Archiving
		Each	1	RIMAGE Dual Blue-Ray Disc Publishing System
003	John Way Airport (JWA)	Each	1	L3 Digital Evidence Pro Server
		Each	2	DELL JBOD RAID Storage Drives
004	San Clemente Police Services (San Clemente)	Each	1	L3 Digital Evidence Pro Server
		Each	2	DELL JBOD Raid Storage Drives
005	Stanton Substation (Stanton)	Each	1	L3 Digital Evidence Pro Server
		Each	1	DELL JBOD Raid Storage Drives
006	Transportation Authority (OCTA)	Each	1	L3 Digital Evidence Pro Server
		Each	2	DELL JBOD Raid Storage Drives
007	Yorba Linda	Each	1	L3 Digital Evidence Pro Server

	Substation (Yorba Linda)	Each	3	DELL JBOD RAID Storage Drives
		Each	1	RIMAGE Dual Blue-Ray Disc Publishing System
008	Saddleback Station	Each	1	L3 Digital Evidence Pro Server
		Each	1	DELL JBOD Raid Storage Drives
		Each	1	DELL 124T-LTO-5 Tape Drive for Archiving
		Each	1	12KVA UPS Backup Power System
		Each	1	RIMAGE Dual Blue-Ray Disc Publishing System

- b. Attachment B **Pricing** of the ORIGINAL CONTRACT has been amended to read as follows:

Contractor shall provide an all-inclusive operationally proven, commercial Digital In-Car Video System and software solution Maintenance for OCSO law enforcement vehicles, as more fully described in Attachment A "Scope of Work":

CONTRACT SHALL NOT EXCEED: \$80,668.45

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-13011794) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-14011791) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-15011953) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA-060-16011829) is attached hereto as Exhibit D and incorporated by this reference.
- ~~5.~~ 6. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER'S ONE through AMENDMENT ~~TWO~~ ~~THREE~~, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~THREE~~ ~~FOUR~~, remain unchanged and in full force and effect.

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IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~THREE~~ FOUR to Contract number MA-060-13011794.

***Contractor:** L3 Communications Mobile-Vision Inc.

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

***Contractor:** L3 Communications Mobile-Vision 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: _____
Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel

By: _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-13011794)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-14011791)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-15011953)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-16011829)