

AMENDMENT NUMBER ~~FIVE~~ SIX
TO
CONTRACT MA-060-16010497
BETWEEN THE
COUNTY OF ORANGE
AND
PVP COMMUNICATIONS INC.

This AMENDMENT NUMBER ~~FIVE~~ SIX to Contract number MA-060-16010497 (hereinafter "AMENDMENT NUMBER ~~FIVE~~ SIX") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and PVP Communications Inc., (hereinafter "CONTRACTOR") with a business at 2310 W. 205th Street, Torrance, CA 90501; is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract on November 16, 2015 for Motorcycle Helmet Communication Kits, Contract Number MA-060-16010497 (hereinafter "ORIGINAL CONTRACT"), for a two-year term of November 16, 2015 through and including November 15, 2017;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on February 23, 2016 to add Southeast and Southwest Operations Units as delivery and invoicing locations as well as to add Item No. 38 Flat Rate Helmet Kit Installation at \$45 each and to increase the Contract not to exceed amount of \$50,000 by \$83,000 for a revised not to exceed amount of \$133,000 for the term of November 16, 2015 through and including November 15, 2017 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on June 28, 2016 to add Stanton Police Services and Yorba Linda Police Services as delivery and invoicing locations to the ORIGINAL CONTRACT as well as to add Item No. 39 Motor-One Wireless Shoulder-Mic. at \$595.00 and Item No. 40 Adapter Cable at \$55.00 and to increase the Contract not to exceed amount by \$7,500.00 for a revised not to exceed contract amount of \$140,500.00 (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 1, 2017, as Contract Number MA-060-17011486 for a one-year term of November 16, 2017 through and including November 15, 2018 for an amount not to exceed \$136,500 (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on May 22, 2018, to increase the not to exceed amount by \$70,000 for a new not to exceed amount of \$206,500 to add Quarter Master as an additional user and delivery location (hereinafter "AMENDMENT NUMBER FOUR");

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-19010011 for a one-year term of November 16, 2018 through and including~~

~~November 15, 2019, in an amount not to exceed \$227,500 as well as to revise Attachment B, Pricing, of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER FIVE;~~

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on September 25, 2018, as Contract Number MA-060-19010011 for a one-year term of November 16, 2018 through and including November 15, 2019, in an amount not to exceed \$227,500 and revised Attachment B, Pricing (hereinafter "AMENDMENT NUMBER FIVE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-19011913 for a one-year term of November 16, 2019 through and including November 15, 2020, in an amount not to exceed \$153,000 and the CONTRACTOR has agreed to provide those services at the rates set forth in AMENDMENT NUMBER FIVE; and

WHEREAS, COUNTY desires to amend Paragraph S, 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 Paragraph S herein;

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 Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:

1. Term of Contract:

~~This CONTRACT shall commence upon execution of all necessary signatures, and continue in effect from 11/16/15 through and including 11/15/19, unless otherwise terminated by COUNTY. The period of 11/16/15 through and including 11/15/17 shall be known as Contract MA-060-16010497. The period of 11/16/17 through and including 11/15/18 shall be known as Contract MA-060-17011486. The period of 11/16/18 through and including 11/15/19 shall be known as Contract MA-060-19010011. This Contract may be renewed for one (1) additional one year terms by mutual agreement of both Parties. The County does not have to give reason if it elects not to renew.~~

This CONTRACT shall commence upon execution of all necessary signatures, and continue in effect from 11/16/15 through and including 11/15/20, unless otherwise terminated by COUNTY. The period of 11/16/15 through and including 11/15/17 shall be known as Contract MA-060-16010497. The period of 11/16/17 through and including 11/15/18 shall be known as Contract MA-060-17011486. The period of 11/16/18 through and including 11/15/19 shall be known as Contract MA-060-19010011. The period of 11/16/19 through and

including 11/15/20 shall be known as Contract MA-060-19011913. This Contract may not be renewed.

- b. Attachment B, Pricing, of the ORIGINAL CONTRACT is amended in its entirety as follows:

~~Attachment B~~
~~Pricing~~

~~Contractor to provide to County the following items:~~

Item No.	U/M	Item Description	Unit Cost
1.	EA	MISCELLANEOUS ITEMS, NOT TO EXCEED UNIT COST EACH	\$700.00
2.	EA	SWITCHES, PART AND ACCESSORIES; MISCELLANEOUS ITEMS NOT TO EXCEED UNIT COST EACH	\$125.00
3.	EA	BRACKET, PVHARPTT-02, F/HARLEY DAVIDSON, PTT, PV	\$26.00
4.	EA	BRACKET, PTT,F/BMW RT1200P, PVP, PVRT12PTT-02	\$25.00
5.	EA	JACK, CETJ-101, PMC-10, ¼" FEM. F/CYCLEHEADS	\$15.00
6.	EA	ADAPTER, PVJD-385/C, F/PORTABLE RADIO WITH SPEAKER	\$359.00
7.	EA	PLUG, PVP105P, HEADSET, MILITARY 5/PIN, PVP COMM.	\$33.00
8.	EA	JACK, PV105J, F/5 PIN MILITARY HEADSET, FEMALE	\$33.00
9.	EA	ADAPTER, PVJD-105NP/C, F/XTS3000 RADIO	\$196.00
10.	EA	BRACKET, PVST13PTT-02, PTT BRACKET F/HONDA 1300, P	\$26.00
11.	EA	SWITCH, PVPTT2, B02-A, F/BMW MOTORCYCLE, PTT, PVP	\$125.00
12.	EA	CABLE, PV85-054, F/HELMET 54"/4.5" LONG, PVP	\$66.00
13.	EA	CABLE, PV8584-060, 5' F/HELMET, PVP COMM.	\$96.00
14.	EA	CABLE, PV1084KS, 5/PIN/SHORT, BREAKAWAY COIL, PV	\$86.00
15.	EA	WINDSCREEN, PVMW734, F/HELMET MICROPHONES PVP	\$3.25
16.	EA	HARNESS, PVMH-M3P-D/C ¾ SHELL, HELMET	\$129.00
17.	EA	WINDSCREEN, PVMW-733, F/MODEL # PV56U-R6 MIC, PVP	\$1.95
18.	EA	KIT, INTERFACE F/HONDA, PVP-PVSP STA-U8/C	\$539.00
19.	EA	INTERFACE KIT, F/BMW PRE-2105, PVP, PVSP-RT12AC3/C	\$539.00
20.	EA	HELMET KIT, FOR SHOEI HELMET, PVHK-736MR10-D/C PVP	\$239.00
21.	EA	EARPHONE RETRO KIT, PVH144 RETRO, UPGRADED	\$22.00
22.	EA	MICROPHONE, INTERIOR MNT-W/WINDSCREEN PVA-736M-R10	\$115.00
23.	EA	HARNESS, WIRING F/HONDA PVSP-A-U8/H01	\$199.00
24.	EA	HARNESS, WIRING F/BMW PVSP-A-C3/H01	\$199.00
25.	EA	MODULE, PREAMP PVPCB-BMW-01	\$251.00
26.	EA	BRACKET, ASSY/PTT DUAL POSITION AMP CONN. HONDA PVPTT2-STOR-A	\$125.00
27.	EA	SWITCH, PTT ½ BLACK, NX3216B1B	\$19.00
28.	EA	SWITCH, PTT ½ RED, NX3216B1R	\$19.00
29.	EA	SWITCH, PTT, ½ BOOT-120-006	\$3.00
30.	EA	SWITCH, PTT ½ BEZEL-210-0001	\$3.50
31.	EA	MICROPHONE EXTERIOR MOUNT FOR SHOEI RJ HELMET PV736M-R10	\$115.00
32.	EA	HELMET KIT, INTERIOR MOUNT, PVHKA-736MR10-D/C	\$239.00
33.	EA	INTERFACE KIT, F/BMW 2015-2016, PVP, PVSP-RT12A-15/C	\$539.00
34.	EA	HELMET SHOEI NEOTEC, OC-SHERIFF GREEN/GOLD	\$649.00
35.	EA	HELMET, SHOEI RJ PLATINUM LE, OC-SHERIFF GREEN/GOLD	\$599.00
36.	EA	HELMET, SHARK EVO3, OC-SHERIFF GREEN/GOLD	\$679.00
37.	EA	HELMET, NOLAN N-104, OC-SHERIFF GREEN/GOLD	\$599.00
38.	EA	HELMET, HARK EVO3, OC-SHERIFF GREEN/GOLD	\$679.00
39.	EA	HELMET, NOLAN N-104, O-SHERIFF GREEN/GOLD	\$549.00

40.	EA	FLAT RATE HELMET KIT INSTALLATION—PVHK1	\$45.00
41.	EA	MOTOR ONE WIRELESS SHOULDER MIC, AUTOSWITCHING FOR MOTOROLA JEDI SERIES RADIOS (XTS SERIES) INCLUDES 3.7 V CHARGER	\$629.00
42.	EA	ADAPTER CABLE, TJ101 TO HIROSE	\$55.00
43.	EA	HELMET, SHOE NEOTEC II, OC SHERIFF GREEN/ GOLD	\$799.00
44.	EA	HELMET, NOLAN N100.5, OC SHERIFF GREEN/ GOLD	\$599.00
45.	EA	HELMET, SHARK EVO ONE, OC GREEN/ GOLD	\$799.00
46.	EA	FLAT RATE HELMET KITS INSTALLATION—PVHK2	\$65.00
47.	EA	FLAT RATE HELMET KITS INSTALLATION—PVHK3	\$95.00
48.	EA	HELMET KIT, EXTERIOR MOUNT FOR RJ HELMETS, FOR WIRELESS SYSTEM—PVHK—736MR10—D/M	\$249.00
49.	EA	HELMET KIT, INTERIOR MOUN, FOR WIRELESS SYSTEM—PVHK—736MR10—D/M	\$249.00
50.	EA	HELMET KIT, EXTERIOR MOUNT FOR RJ HELMETS, FOR WIRELESS SYSTEM, WITH BLUETOOTH (CELL PHONE OPERATION)—PVHK—736MR10—B/M	\$459.00
51.	EA	HELMET KIT, INTERIOR MOUNT FOR RJ HELMETS, FOR WIRELESS SYSTEM, WITH BLUETOOTH (CELL PHONE OPERATION)—PVHK—736MR10—B/M	\$459.00
52.	EA	HELMET KIT, EXTERIOR MOUNT FOR RJ HELMETS, FOR WIRELESS SYSTEM, WITH BLUETOOTH (CELL PHONE OPERATION)—PVHK—736MR10—B/C	\$449.00
53.	EA	HELMET KIT, INTERIOR MOUNT FOR RJ HELMETS, FOR WIRELESS SYSTEM, WITH BLUETOOTH (CELL PHONE OPERATION)—PVHK—736MR10—B/C	\$449.00
54.	EA	WINDSCREEN, PVMW736	\$3.25
55.	EA	MOTOR ONE SCHOLDER MIC, WIRELESS SYSTEM, FOR MOTOROLA APX/ XPR SERIES RADIOS	\$629.00
56.	EA	INTERFACE KIT, MOTOR ONE WIRELESS, FOR 2015+ BMW, MOTOROLA XTL/APX SERIES MOBILE RADIOI, PVXTL RT12 15/XT	\$829.00
57.	EA	INTERFACE KIT, MOTOR ONE WIRELESS, FOR HONDA ST1300, MOTOROLA XTL/APX SERIES MOBILE RADIOI, PVXTL ST13A U8/XT	\$829.00
58.	EA	HARNESS, MOTOR KIT, FOR 2015+ BMW, HARNESS ONLY, RT12A 15/H01	\$349.00
59.	EA	ADAPTER, AUTOSWITCHING, FOR MOTOROLA APX/XPR SERIES PORTABLE, PVAPX 385/C	\$359.00

~~Contract shall not exceed: \$227,500 for the contract term of November 16, 2018 through and including November 15, 2019.~~

Contract shall not exceed: \$153,000 for the contract term of November 16, 2019 through and including November 15, 2020.

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

S. 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.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-16010497) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-16010497) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-16010497) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of the AMENDMENT NUMBER THREE (Contract Number MA-060-17011486) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of the AMENDMENT NUMBER FOUR (Contract Number MA-060-17011486) is attached hereto as Exhibit E and incorporated by this reference.

7. A true and correct copy of the AMENDMENT NUMBER FIVE (Contract Number MA-060-19010011) is attached hereto as Exhibit F and incorporated by this reference.
- ~~7~~ 8. All other provisions of the ORIGINAL CONTRACT, and AMENDMENT NUMBER ONE through AMENDMENT NUMBER FOUR except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER FIVE, remain unchanged and in full force and effect.

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~FIVE~~ SIX to Contract number MA-060-16010497.

Contractor*: PVP Communications Inc.

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

Contractor*: PVP Communications 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

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-16010497)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-16010497)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-16010497)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-17011486)

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number MA-060-17011486)

EXHIBIT F

AMENDMENT NUMBER FIVE (Contract Number MA-060-19010011)