



# County of Santa Clara

Office of the County Executive

Procurement Department

150 W. Tasman Drive

San Jose, CA 95134

Telephone 408-491-7400 • Fax 408-491-7496

## SECOND AMENDMENT TO AGREEMENT NO. CW2231610 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND FORENSIC LOGIC LLC

This is the Second Amendment to the Agreement between the County of Santa Clara (County) and Forensic Logic, LLC ("Contractor") originally entered into on December 21, 2018 to provide COPLINK Detect and LEAP Search Subscription Services for the County.

On May 25, 2021, the Board of Supervisor approved this amendment to the Agreement.

This Agreement is amended as follows effective November 30, 2020:

1. Key Provision, **AGREEMENT TERM**, of the Agreement is revised to read: "This Agreement commences on January 1, 2019 and expires on September 30, 2021 unless terminated earlier or otherwise amended."
2. Key Provision, **TOTAL AGREEMENT VALUE**, is revised to read: "The total not to exceed value of this Agreement is \$729,404, which represents an increase of \$207,466 from the prior not to exceed value of \$521,938."

Contractor understands that this not to exceed value does not represent a commitment by County to Contractor.

3. Add **APPENDIX 1.2, PRICING SUMMARY**, attached hereto and incorporated herein by this reference.

All other terms and conditions of the Agreement, as amended, remain in full force and effect. In the event of a conflict between the original Agreement, as amended, and this Amendment, this Amendment controls.

Contract Administered by: David Strausser, Strategic Sourcing Officer, at (408) 491-7447 or [david.strausser@prc.sccgov.org](mailto:david.strausser@prc.sccgov.org)

Prepared by: Sabrina Teixeira, Buyer II at (408) 491-7467 or [Sabrina.Teixeira@prc.sccgov.org](mailto:Sabrina.Teixeira@prc.sccgov.org)

The Agreement as amended, constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

//

//

//

//

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian  
County Executive: Jeffrey V. Smith

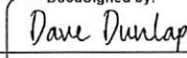
Approved: 05/25/2021

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

  
Mike Wasserman, President      Date  
Board of Supervisors      MAY 25 2021

FORENSIC LOGIC, LLC

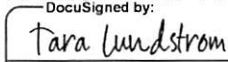
DocuSigned by:  
By:   
Print: Dave Dunlap  
3A0A58BB14B14B9  
Title: COO  
Date: 5/17/2021

Signed and certified that a copy of this document has been delivered by electronic or other means to the, President, Board of Supervisors

ATTEST BY:

  
Megan Doyle      Date  
Clerk of the Board of Supervisors      MAY 25 2021

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:  
  
Tara Lundstrom      Date  
Deputy County Counsel      5/17/2021

Attachment:  
APPENDIX 1.2 – PRICING SUMMARY

**APPENDIX 1.2  
PRICING SUMMARY**

**Term: December 1, 2020 through September 30, 2021 (10 Months)**

Product	Quantity	List Price	Sales Price	Price
COPLINK Detect and LEAP Search Subscription  Term: 12/1/2020 – 9/30/2021  COPLINK Detect and LEAP Search Subscription includes: Visualizer, Map Analyzer, Computer Statistics, Adaptive Analytic Architecture (A3), Active Agent, FaceMatch*, SRMA, Analysis Search (1 User), Inbound/Outbound Connectors for LEXS-SR, File Exporter for COPLINK IEPD and LEAP Search	3403	\$299.00	\$92.57	\$262,513.10 (pro-rated for 10-month term)
COPLINK LEAP Search Data Protect:  Term: 12/1/2020 – 9/30/2021	1	\$10,500.00	N/A	\$8,750.00
<b>Credit from: Second Amendment to the Agreement CW2231610 by and between the County of Santa Clara and International Business Machines Corporation for the COPLINK Law Enforcement Information Sharing System</b>	1		N/A	(\$63,798.00)
<b>Total Price</b>				<b>\$207,465.10</b>

\*Contractor shall not provide any facial recognition technology, including but not limited to FaceMatch, to the County, including its Office of the Sheriff, under this Agreement.