



# 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

**FOURTH AMENDMENT TO AGREEMENT NO. CW2231610  
BY AND BETWEEN THE COUNTY OF SANTA CLARA AND FORENSIC LOGIC, LLC**

This is the Fourth 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 June 7, 2022, the Board of Supervisor approved this amendment to the Agreement.

This Agreement is amended as follows effective March 1, 2022:

1. Key Provision, **AGREEMENT TERM**, of the Agreement is revised to read: "This Agreement commences on January 1, 2019 and expires on November 30, 2022 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 \$1,136,953, which represents an increase of \$264,048 from the prior not to exceed value of \$872,904."

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

3. Add **APPENDIX 1.4, PRICING SUMMARY**, attached hereto and incorporated herein by this reference.
4. Add the following to **EXHIBIT A, COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS FOR AGREEMENT FOR INFORMATION TECHNOLOGY GOODS AND RELATED SERVICES**:

**"74. COVID-19 REQUIREMENTS (IF APPLICABLE)**

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"). Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate."

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

Approved: 06/07/2022

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 and prepared by: Sabrina Teixeira, Procurement Contracts Specialist 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.

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* JUN 07 2022  
Mike Wasserman, President Date  
Board of Supervisors

FORENSIC LOGIC, LLC

DocuSigned by:  
By: *Dave Dunlap*  
3A0A58BB1AB14B9...  
Print: Dave Dunlap  
Title: CEO  
Date: 5/20/2022

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:

*Tiffany Lennear* JUN 07 2022  
Tiffany Lennear Date  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:  
*Tara Lundstrom* 5/20/2022  
D1B53BA91EE8478... Date  
Deputy County Counsel

Attachment:  
APPENDIX 1.2 – PRICING SUMMARY

**APPENDIX 1.4**  
**PRICING SUMMARY**

**Term: March 1, 2022 through November 30, 2022 (9 Months)**

Product	Quantity	List Price	Sales Price	Price
COPLINK Detect and LEAP Search Subscription  Term: 3/1/2022 – 11/30/2022  COPLINK Detect and LEAP Search Subscription includes: Visualizer, Map Analyzer, Computer Statistics, Adaptive Analytic Architecture (A3), Active Agent, SRMA, Analysis Search (1 User), Inbound/Outbound Connectors for LEXS-SR, File Exporter for COPLINK IEPD and LEAP Search	3403	\$299.00	\$100.12	\$255,531.27 (pro-rated for 9-month term)
<b>COPLINK LEAP Search Data Protect**</b> <b>Term: 3/1/2022 – 11/30/2022</b>	1	\$11,356.00	N/A	\$8,517.00 (pro-rated for 9-month term)
<b>Total Price</b>				<b>\$264,048.27</b>

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

\*\*Data Protect shall entitle the County to three re-integrations.