

AMENDMENT #3 TO DPA

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2 THIS AMENDMENT #3 to Direct Purchasing Agreement No. FCSO032416
3 (“Amendment #3”) is made and entered into this 25th day of May, 2021, by and
4 between COUNTY OF FRESNO, a political subdivision of the State of California,
5 (“COUNTY”), and HITACHI VANTARA LLC, a Delaware corporation, whose address is
6 2535 Augustine Drive, Santa Clara, CA 95054, (“CONTRACTOR”), for the purposes of
7 amending the Direct Purchasing Agreement No. FCSO032416 (“DPA” or “Agreement as
8 amended”), including certain language within the “Maintenance Agreement; Exhibit A”
9 (“Maintenance Agreement”), which is attached to the Agreement, as amended. Any
10 references to the Agreement, as amended, expressly include the Maintenance
11 Agreement.
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WITNESSETH:

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15 WHEREAS, COUNTY and CONTRACTOR fully executed the Agreement, as
16 amended on February 28, 2017, pursuant to which CONTRACTOR agreed to perform
17 video infrastructure installation and maintenance;
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19 WHEREAS, COUNTY and CONTRACTOR executed the Agreement, as amended
20 when CONTRACTOR’s name was “Hitachi Data Systems Corporation.” CONTRACTOR
21 changed its name to “Hitachi Vantara Corporation” on September 25, 2017, and
22 subsequently changed its name to “Hitachi Vantara LLC” on January 1, 2020, and so
23 COUNTY and CONTRACTOR want this Amendment #3 to explicitly reference the name
24 change;
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26 WHEREAS, CONTRACTOR’s name change does not, and did not, change any of
27 the terms of the Agreement, as amended, and CONTRACTOR has provided services and
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1 performed, continues to provide services and perform, and will continue to provide all
2 services and perform, under the Agreement, as amended as though no name change
3 occurred;
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5 WHEREAS, COUNTY desires to add additional visual/video security to specified
6 locations throughout Fresno County;

7 WHEREAS, COUNTY needs CONTRACTOR to install the additional visual/video
8 security equipment, and provide maintenance and support for the additional equipment;
9 and
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11 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Maintenance
12 Agreement, in order to increase the maximum compensation amount to \$1,900,000.00.

13 NOW, THEREFORE, for good and valuable consideration, the receipt and
14 adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to
15 amend the Agreement, as amended (which includes Amendments #1 and #2), along with
16 all exhibits attached to the foregoing, as follows:
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18 1. CONTRACTOR changed its legal name on September 25, 2017, to
19 "Hitachi Vantara Corporation" and CONTRACTOR subsequently changed its legal
20 name on January 1, 2020 to "Hitachi Vantara LLC". COUNTY and CONTRACTOR
21 agree that CONTRACTOR's name change did not result in the need for an
22 assignment of the Agreement as amended, that CONTRACTOR is and was at all
23 times bound to all terms in the Agreement as amended, and that all references in
24 the Agreement as amended, including all exhibits attached thereto, to "Hitachi Data
25 Systems Corporation", "HDS", "Hitachi", "Hitachi Vantara Corporation," and
26 "CONTRACTOR", as of the date of CONTRACTOR's name change, i.e. January 1,
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1 2020, going forward, refer to “Hitachi Vantara LLC”, i.e. CONTRACTOR.

2 NOW, THEREFORE, for good and valuable consideration, the receipt and
3 adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to
4 amend the Maintenance Agreement as follows:
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6 1. Section One (COMPENSATION/INVOICING) of the Maintenance
7 Agreement, Page One, lines 14 through 18, is deleted in its entirety, and replaced
8 with the following:

9 “In no event shall compensation paid by COUNTY for products provided
10 together with services performed under the DPA and this Maintenance
11 Agreement exceed one million, nine-hundred thousand dollars
12 (\$1,900,000.00) during the term of this Agreement. It is understood that all
13 expenses incidental to CONTRACTOR’S performance of services under this
14 Agreement shall be borne by CONTRACTOR.”
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17 COUNTY and CONTRACTOR agree that this Amendment #3 is sufficient to amend
18 the Agreement, as amended, and that upon execution of this Amendment #3, the
19 Agreement, Amendment #1, Amendment #2, and this Amendment #3 together shall be
20 considered “the Agreement, as amended.”
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22 The Agreement, as amended, is ratified and continued. All provisions, terms,
23 covenants, conditions, and promises contained in the Agreement, as amended, and not
24 amended herein shall remain in full force and effect.

25 The parties agree that this Amendment #3 may be executed by electronic signature
26 as provided in this section. An “electronic signature” means any symbol or process
27 intended by an individual signing this Amendment #3 to represent their signature,
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1 including but not limited to (1) a digital signature; (2) a faxed version of an original
2 handwritten signature; or (3) an electronically scanned and transmitted (for example by
3 PDF document) of a handwritten signature. Each electronic signature affixed or attached
4 to this Amendment #3 (1) is deemed equivalent to a valid original handwritten signature of
5 the person signing this Agreement for all purposes, including but not limited to evidentiary
6 proof in any administrative or judicial proceeding, and (2) has the same force and effect
7 as the valid original handwritten signature of that person. The provisions of this section
8 satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform
9 Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section
10 1633.1). Each party using a digital signature represents that it has undertaken and
11 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs
12 (1) through (5), and agrees that each other party may rely upon that representation. This
13 Amendment #3 is not conditioned upon the parties conducting the transactions under it by
14 electronic means and either party may sign this Amendment #3 with an original
15 handwritten signature.
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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

Henry Chen

(Authorized Signature)

COUNTY OF FRESNO

Steve Brandau

Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

Henry Chen - Division Sales Controller

Print Name & Title

May 6, 2021

2535 Augustine Drive, Santa Clara, CA 95054, United States

Mailing Address

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:

Russell Cuyler

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG No.: 31116396

Account No.: 8300