

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

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-13011794 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") 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 place of business at 90 Fanny Road, Boonton, NJ 07005; 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 \$11,000.00 renewable for four (4) additional, one-year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT as Contract number MA-060-14011791 (hereinafter "AMENDMENT NUMBER ONE") for a one-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 to \$63,000 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; ~~desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-14011791 for a one (1) year term of June 24, 2014 through and including June 23, 2015, as well as to increase the not to exceed amount 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 and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-15011953 for a one 91) ear term of June 24, 2015 through and including June 23, 2016, 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 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 6/23/15, unless otherwise terminated by COUNTY. The period of 6/24/13 through and including 6/20/14 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. This Contract may be renewed for ~~three (3)~~ two (2) additional, one-year terms 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.

~~b. Attachment A Scope of Work, Section I Maintenance Service Requirements, under Item D "Locations" of the ORIGINAL CONTRACT has been amended to read 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 Substation (Yorba Linda)	Each	1	L3 Digital Evidence Pro Server
		Each	3	DELL JBOD RAID Storage Drives
		Each	1	RIMAGE Dual Blue Ray Disc Publishing System

~~c. 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 OCSD law enforcement vehicles, as more fully described in Attachment A "Scope of Work":~~

~~CONTRACT SHALL NOT EXCEED: \$63,000.00 annually~~

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. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~ONE~~ TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on June 23, ~~2014~~ 2015 are hereby extended to June 20, ~~2015~~ 2016.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to CONTRACT MA-060-13011794.

***Contractor: L-3 Communications Mobile-Vision, Inc.**

By: _____ Title: _____

Print Name: _____ Date: _____

***Contractor: L-3 Communications Mobile-Vision, Inc.**

By: _____ Title: _____

Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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)