

AMENDMENT NUMBER ONE TO AGREEMENT FOR SERVICES  
BETWEEN  
L3 COMMUNICATION MOBILE-VISION, INC AND THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 (“City”) and L3 Communications Mobile-Vision, Inc., having its offices at 90 Fanny Road, Boonton, NJ 07005 (“Contractor”) agree to amend the Service Agreement for the Project Digital “*Ann Arbor Police Department (AAPD) Mobile In-Car Audio/Video Project (RFP 694)*” executed by the parties, dated September 15, 2008, as follows:

- 1) Article III, Services, is amended to read as follows:
  - A. The Contractor agrees to provide configuration, installation and testing services (“Services”) in connection with the Project as described in Exhibit A and Exhibit A-1 ( which is attached hereto and incorporated as part of this Amendment). The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
  - B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
  - C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
  - D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.
- 2) Article IV, Compensation of Contractor, is amended to read as follows
  - A. The Contractor shall be paid in the manner set forth in Exhibit B. and B-1, which Payment shall be made monthly, unless another payment term is specified in Exhibit B ( which is attached hereto and incorporated as part of this Amendment), following receipt of invoices

submitted by the Contractor, and approved by the Contract Administrator.

- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B and B-1. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Contractor shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

All terms, conditions, and provisions of the original agreement between the parties executed September 15, 2008 unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this March 31, 2010.

**For Contractor**

By \_\_\_\_\_

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**For City of Ann Arbor**

By \_\_\_\_\_  
John Heiftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Roger W. Fraser, City Administrator

\_\_\_\_\_  
Barnett Jones, Service Area Administrator

## Exhibit A-1

The General Conditions enumerated in Exhibit A are restated and incorporated here by reference.

### Additional Scope of Work

Contractor will install In-Car Audio/Video Systems in up to fifteen vehicles of the Ann Arbor Police Department vehicle fleet at the per vehicle price specified in Exhibit B.

Contractor will install the AlertVu ALPR system fully integrated with FlashBack 2/DEP system and the City's digital In-Car Audio/Video System as further outlined in its proposal dated March 30, 2010.

Exhibit B-1

AlertVu ALPR system

Approximate price per vehicle \$15,000