THIRD AMENDMENT TO THE AGREEMENT FOR INTEGRATED VIDEO SURVEILLANCE SYSTEM

This third amendment (this "Third Amendment") to the agreement for "Integrated Video Surveillance System" dated February 27, 2009 (the "Agreement") by and between the City of Redlands, a municipal corporation ("City"), and Leverage Information, Inc. ("Consultant"), is made and entered into this 4th day of May, 2010.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement to implement the aerial phase of the Police Department surveillance camera project for the amount of \$49,737.78;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Consultant hereby agree that the Agreement shall be amended as follows:

AGREEMENT

Section 1. Exhibit "A" of the Agreement, entitled "Statement of Work for Integrated Video Surveillance System," is hereby amended to include the implementation of the aerial phase of the Police Department surveillance camera project, as more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference.

Section 2. Section 3 of the Agreement, entitled "Compensation; Expenses; Payment," is hereby amended to read as follows:

"3. Compensation; Expenses; Payment. City shall compensate Consultant for all Services performed by Consultant in an amount based upon Consultant's hourly rates for the Services as described in Consultant's fee schedule marked Exhibit "B," which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of One Million Twenty-Nine Thousand Eight Hundred Forty and Two Cents (\$1,029,840.02) unless the performance of the Services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such Services or incurring such costs and expenses by City. Compensation and reimbursement of costs and expenses hereunder shall be paid pursuant to the Fee and Payment Schedule, marked Exhibit "B," which is attached hereto and incorporated herein by this reference."

Section 3. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of May 4,2010.

CITY OF REDLANDS

LEVERAGE INFORMATION SYSTEMS

By: By:

Pat Gilbreath, Mayor

Ray LaBlonde, Regional Sales Directo

ATTEST:

Sam Irwin, City Clerk