

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Sheriff *ELM*

BOARD AGENDA # *B-11

Urgent

Routine

AGENDA DATE December 16, 2014

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval for the Stanislaus County Sheriff to Purchase a MX-10 Surveillance Camera System for the Cessna 206 Craft

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to purchase an MX-10 Surveillance Camera System and install the system on the Departments Cessna 206 Aircraft (Tail # N3501R).
2. Authorize the Sheriff to accept contributions from Central Valley High Intensity Drug Traffic Area (HIDTA) and Stanislaus Drug Enforcement Agency to go towards the purchase of this MX-10 Surveillance System.
3. Direct the Auditor-Controller to increase estimated revenue by \$ 200,000 and appropriations by \$763,840 in the Sheriff - CalMMET budget as detailed in the Budget Journal Form.

FISCAL IMPACT:

The MX-10 Camera system is available with many features which can cause the price to fluctuate greatly depending on which features are necessary for the proposed use of the equipment. The configuration that is needed to continue to carryout surveillance of multi-agency drug investigations will cost \$414,060 for the equipment and another \$349,780 for installation and labor for a total of \$763,840.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-641

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

This Item was removed from the consent calendar for discussion and consideration.

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Stanislaus County Sheriff to Purchase a MX-10 Surveillance Camera System for the Cessna 206 Craft

FISCAL IMPACT: (continued from page 1)

The Sheriff has reached out to some of the partners in law enforcement for financial assistance in making this purchase and has received commitments from the Stanislaus Drug Enforcement Agency (SDEA) for \$100,000, Stanislaus Drug Enforcement Agency (SDEA/High Intensity Drug Traffic Area (HIDTA) \$50,000, and High Intensity Drug Traffic Area (HIDTA) \$50,000, leaving \$563,840 needed to fund the purchase of the Camera. Available fund balance in the Sheriff - CalMMET budget will cover the entire \$563,840. There is no General Fund Impact.

As of December 9, 2014 the Department has identified \$599,050 in fund balance. It is anticipated that the Department's estimated revenue will come in higher and expenditures will be less than appropriations, a change from the 2014-2015 Adopted Final Budget that frees up Fund Balance to help cover the purchase of the camera. With the use of \$563,840 of fund balance, the Department anticipates \$35,210 in fund balance at year end.

DISCUSSION:

The California Multi-Jurisdiction Methamphetamine Enforcement Team (Cal-MMET) was initiated on September 1, 2001 to target mid to high level methamphetamine manufacturers and distributors operating within the state of California. The Cal-MMET team originally funded individual counties with a demonstrated Methamphetamine problem and granted each municipality enough funds to purchase a Cessna 206 plane with a long distance surveillance system and the necessary related equipment. Since the initial funding the program has gone through several changes and is now open to all 58 counties in the state of California and functions more as an annual funding source with record keeping requirements but no reporting requirements at this time.

In 2001 Stanislaus County through the Sheriff's Department was awarded a grant from the California Multi-Jurisdictional Methamphetamine Enforcement Team (Cal-MMET) program to purchase a Cessna 206 outfitted with a high altitude surveillance camera with thermal imaging capabilities and all of the equipment necessary to view the images during flight and record the video for review later. The current surveillance equipment has been heavily used as an investigative and surveillance tool increasingly since 2001.

This camera has become an invaluable tool for the Sheriffs Department as well as the Stanislaus Drug Enforcement Agency who regularly partners with the Sheriff to conduct surveillance and investigations into narcotic related crimes including selling and transportation of methamphetamine. Due to the age of the equipment and the heavy use by the narcotics team and the support to other allied agencies the current camera has ceased to operate reliably. The camera often shuts down or becomes inoperable during flights which limit the capabilities of the investigators at a critical point in the investigation.

Approval for the Stanislaus County Sheriff to purchase a MX-10 Surveillance Camera System for the Cessna 206 Craft

The Department has kept the equipment functioning by repairing and replacing parts as problems arise. However the original manufacturer of the equipment no longer supports the model of equipment used and the Department no longer has an option to repair the current camera. When this piece of equipment ceases to function, the Department will no longer have equipment capable of long distance surveillance from the air.

The Department is proposing to purchase a Wescam MX-10 Multi-Sensor, Multi-Spectral Imaging System manufactured by L3 systems. The MX-10 system is a lightweight high definition camera system which minimizes drag on the plane and maximizes the surveillance capabilities of the operator. It contains several sensors which allow it to function in all conditions including low light, night and foggy conditions. The unit also has GPS capabilities that allow it to automatically find a specific set of coordinates or follow a car without the operator having to move the camera. When necessary the operator can manually control the unit with a small hand controller which fits easily into the confines of a small plane. Due to the unique characteristics of this system and the requirements of the Sheriff's Department, General Services Agency has declared this to be a sole source purchase.

The purchase of a new surveillance camera will allow the Sheriff's Department to continue investigations which require an element of long range surveillance that is undetectable by the person/activity being watched. The proposed camera will offer more flexibility than the current model because if proper housing is installed on other aircraft the camera can be quickly moved from one aircraft to another before deployment which will allow the Department to provide a much more dynamic response capability in the future.

Since so many cooperating agencies have a vested interest in having a piece of equipment capable of long distance surveillance the Department has been able to secure financing for the unit and its installation from multiple funding sources resulting in no general fund costs associated with this project. SDEA and Central Valley HIDTA have both agreed to contribute funding and the Sheriff's Department will use fund balance from the Cal-MMET program which has been generated through cost savings in the unit over previous years.

Each of these funding sources are appropriate for this use because the equipment will be primarily used for the spotting, marking, surveillance and investigation of narcotics and narcotic related offenses taking place within Stanislaus County which lies in the jurisdiction of Central Valley HIDTA, Stanislaus Drug Enforcement Agency and the Stanislaus County Sheriff's Department.

Approval for the Stanislaus County Sheriff to purchase a MX-10 Surveillance Camera System for the Cessna 206 Craft

POLICY ISSUES:

Approval of this Agenda Item supports the Board of Supervisors priorities of a Safe Community and Effective Partnerships. This Camera system is a primary surveillance tool used in the investigation of many cases involving the trafficking of methamphetamine in and out of the state. These cases generally require the cooperation of multiple law enforcement agencies from local, state and federal jurisdictions.

STAFFING IMPACT:

There are no staffing impacts associated with this equipment purchase.

CONTACT INFORMATION:

Adam Christianson, Sheriff - Coroner, telephone (209) 525-7105

**COUNTY OF STANISLAUS
JUSTIFICATION FOR SOLE SOURCE/SOLE BRAND**

Requisition Number: _____

Dated: 11/7/14

Item: WESCAM MX-10

- Sole Source:** Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.
- Sole Brand:** Various Vendors can supply the specified model & brand, and competitive bids will be solicited for the brand requested only.

Refer to the instructions on the back of this form for required criteria before completion.

JUSTIFICATION: (Attach additional sheets, if necessary)

The Wescam MX-10 camera is a state of the art tactical surveillance system which meets the needs of the Sheriff's Department and has imaging capabilities in Infrared, Color HD and Electron-Multiplied CCD which allows it to take highly detailed surveillance in all weather conditions. It has GPS capabilities which allow it to stay focused on a single location or track a moving target automatically so operator error is removed from the surveillance process. When necessary the operator can manually control the unit with a small hand controller which fits easily into the confines of a small plane. Other camera systems with similar capabilities were evaluated, the Controp DSP-1 provides many of the same options as the WESCAM however the camera is 40% heavier and has a diameter which is 27% longer than the WESCAM. The GSS S516 RetinEye was also evaluated but it is 85% heavier and has a 56% larger diameter than the WESCAM. These additional pounds cause every flight to be more expensive and the larger diameter of the camera creates significant drag on a small plane such as a Cessna 206.

CERTIFICATION:

I am aware of the requirements set forth in the County's Purchasing Policy & Procedures Manual for competitive bidding and the established criteria for justification for sole source/sole brand purchasing. As an approved department representative, I have gathered technical information and have made a concerted effort to review comparable/equal equipment. This is documented in this justification. I hereby certify as to the validity of the information and feel confident that this justification for sole source/sole brand meets the County's criteria and is accurate.

This form was completed by:

Seth Rogers
NAME

DEPARTMENTAL APPROVAL: [Signature] 11/2/14
DIRECTOR (or Authorized Rep.)/Date

(209) 525-7009
DEPT/DIVISION REPRESENTATIVE/PHONE

PROCUREMENT APPROVAL: [Signature]
PURCHASING AGENT APPROVAL

31547



WESCAM

**649 North Service Rd. W.
Burlington, Ontario Canada L7P 5B9
905-633-4000 Fax: 905-633-4100
www.wescam.com**

17 September, 2014

Stanislaus County Sheriff's Department
825 Airport Way
Hanger # 5
Modesto, CA 95354

Attn: Rob Latapie
Tel: (209) 652-9472
E-mail: rlatapie@stanislaussheriff.com

Reference: Your Request For Quotation

Subject: Wescam Bid 14391 for MX-10 EO/IR Systems

In support of the Stanislaus County Sheriff's Department, L-3 Wescam (Wescam) provides this response for the supply of two (2) WESCAM™ MX-10 EO/IR Sensor Systems.

Please note our standard warranty of one (1) year / 1,000 hours has been increased to two (2) years / 1,000 hours at no additional charge.

The **WESCAM™ MX-10** continues the evolution of our MX product line by delivering big performance in a small package that incorporates all electronics inside the gimbal (no separate electronics box) to deliver unmatched IR, EO and night-time imagery. With the purchase of every MX-10 system, Wescam will provide a 90 day eLearning license to support Operation and Organizational Maintenance Training needs.

Pricing has also been provided for the following performance enhancing upgrade:

- MX-GEO Gen 3 – the industry's easiest to use control suite, locking sensors on a moving or static target

CUSTOMER SUPPORT

Commonality across the multiple MX family of EO/IR systems, has allowed Wescam to leverage technology and support in order to offer the lowest overall Life Cycle Costs in the industry. Wescam expertise doesn't end with the sale of the system. With multiple service centers, and highly experienced field support personnel, training, service and installation support is never far away. Using Wescam's MX-RAid (Remote Aid diagnostic) support equipment, a factory technician can connect with the system to assist with trouble shooting.

For complete maintenance coverage of your system, a wide range of service product which can be tailored to meet individual customer operational requirements, details of which can be provided upon request.



Links to Product Information and Performance Videos:

To receive additional information on our products or to view video of our system's performance and features, please visit the Wescam website using the links provided below:

MX-10 Product Page: <http://www.wescam.com/index.php/products-services/airborne-surveillance-and-reconnaissance/mx-10/>

Demonstration Video: Below is a link to a MX-10 video showing its capabilities on a Seabird Seeker. This airborne video demonstrates that the MX-10 provides outstanding IR and EO imagery on related targets of interest. The unit of measure for distance to target is Nautical Miles. It shows the ability to see an eyelet on a fishing rod from 0.3NM, read license plates on fast moving vehicles from 0.3NM and to recognize which ladies are wearing socks from 0.6 NM as they walk along a beach. Imagine the capability to detect smuggling activities, recognize and identify targets of interest and people while remaining at a covert range.

<http://www.youtube.com/watch?v=awNBMT2PTLo>

Wescam's systems have been recently purchased for a variety of different applications. Visit our Contract Award Showcase at <http://www.wescam.com/index.php/media-centre/contract-award-flyers/>

Our Sales Director, Ken Scarboro (707-477-0128) will be in contact with you to further discuss your requirements and the contents of this submission. Should you wish, please feel free to contact him directly.

Sincerely,

A handwritten signature in cursive script that reads 'Sarah K. Pastene'.

Sarah K. Pastene
Bids & Proposals Coordinator
L-3 WESCAM

Email: sarah.pastene@L-3com.com
Tel: 707-477-0124

c.c. Ken Scarboro, Sales Director, ALE Systems. Email: Ken.Scarboro@L-3com.com

Attachments:

- MX-10 Product Data Sheet



Benefits of a MX Series Solution:

SEE FIRST – ACT FIRST WITH WESCAM'S ADVANCED "MX SERIES" PRODUCT LINE

The proposed EO/IR system is based on the proven MX Series product line, which has been deployed worldwide on over 3,200 Military and Civil platforms. The following key points explain the benefits of this MX-Series sensor technology:

1. **Proven Performance** – Class leading image stabilization results in unprecedented imager range performance for Detection, Recognition and Identification (DRI) of all targets. Wescam MX Series EO/IR systems regularly outperform the competition during side by side demonstrations.
2. **Lower Cost Missions** – With greater range performance, you can See First and Act First. When you can see further and detect, recognize and identify targets sooner, mission times are reduced, thereby reducing mission times. That translates into in less air time, less fuel and lower cost missions!
3. **All Day and Night Operation** – Our Multi-Sensor, Multi-Spectral Imagers are optimized for the entire range of scene conditions; daylight, to dusk, to complete darkness, to ensure your mission success 24 hours a day.
4. **Superior Ease of Use** – Customers report that MX systems are easier to use than competitive systems. Stable and accurate geo-referenced Auto and Auto-Aid steering modes greatly reduce operator workload in keeping the imager's line-of-sight on target.
5. **Rugged, Reliable and Supportable** – Qualified to MIL standards, with extensive supplemental life testing of key assemblies, the fielded Mean Time Between Failure (MTBF) of Wescam MX Series systems set industry standards, with many customers reporting MTBF's exceeding thousands of hours.
6. **Delivery** – Our build-to-forecast business model allows Wescam to meet the most demanding delivery requirements, mitigating program execution and schedule risks.
7. **Ease of Integration** – Integrators report that integrating a Wescam MX Series system is easy, based on extensive experience integrating on multiple platforms (nearly 120 platforms to date) and with a wide variety of mission management systems and with all types of supporting systems (radar, GPS, search lights, etc).
8. **Worldwide Support and Training** – Wescam Field Service Representatives support equipment quickly from over 14 services centers located in strategic geographic locations worldwide. Wescam routinely supports products which are 15-20 years old, demonstrating our commitment to our products and customers. Wescam offers a comprehensive product line of e-learning modules, to provide your team with instant access to training, when it is needed.
9. **Upgradeable Design** – The MX family of camera systems are of a modular design that lends itself to incremental upgrades as new technology becomes available.
10. **Low Lifecycle Cost** – Competitive purchase pricing, high MTBF's and a customizable support plan provide the lowest lifecycle cost in the industry. Consult Wescam to help project your Lifecycle cost savings through the acquisition and sustainment phases of this equipment.



Wescam Bid # 14391
Stanislaus County Sheriff's Department / MX-10





MX-10 Price Submission

Qty	Model	Description	Unit Price	Total Price
MX Series EO/IR/Laser Imaging Systems				
MX-10 Small Multi-Sensor, Multi-Spectral Imaging System				\$675,240
2	MX-10	WESCAM™ MX-10 > Precision stabilized gimbal with inertial measurement unit (IMU) inside > Integrated electronics unit, HD digital and analog video output > Multi Sensor Payload: 1) Thermal imager, cooled MWIR, SD 640 x 512 pixel, step zoom 2) HD color imager, 5 megapixel, continuous zoom > Advanced real-time image processing on all sensors > Hand Controller Unit (HCU), backlit, NVG compatible, with 1.8m (6') cord, bracket and shipping case > Transit Case > Operator manual > Turret paint color: black semi-gloss (FED-STD-595C, Color Code 27038)	\$237,000	\$474,000
<p>With each MX-10 system purchased, Wescam will provide a 90 day eLearning demo licence for our Operation and Organizational Maintenance Course.</p> <p>Note: Matching cables or connector kits are separately priced items. Due to connector lead-time it is recommended that a connector kit be purchased at time of order.</p>				
2	EON-MX10	MX-10 Electro Optic Narrow (EON) Day TV Camera / Spotter	\$42,900	\$85,800
2	LLC-MX10	Lowlight imager, EMCCD, 640 x 480 pixel, dual channel with HD color imager	\$27,300	\$54,600
opt	LRF-MX10	Laser rangefinder (LRF), eyesafe	\$38,220	Option
opt	LI-MX10	Laser illuminator (LI), dual-divergence, wide and narrow beam Note: Reference T&C's for clause on "NESL indemnity". Available for MX-10 airborne configurations only.	\$23,400	Option
opt	IMAGE-BLEND-10	Image blending > Blend IR and EO imagery > Note: If this line item is selected, an accelerated delivery schedule may not be available.	\$14,820	Option
2	MX-GEO-GPS-10	MX-GEO with internal GPS > Geo-referenced target location > GPS includes antenna and embedded receiver	\$15,600	\$31,200
2	MX-SLIF-10	Searchlight interface > Slave a searchlight to turret's line-of-sight > Supported on RS-422 port	\$7,410	\$14,820
2	MX-MMIF-10	Moving map interface > Requires purchase of MX-GEO	\$7,410	\$14,820



Cont. MX-10 Price Submission

Qty	Model	Description	Unit Price	Total Price
Ancillary Items and Cable Kits				\$0
MX-10/MX-10D/MX-10GS Cable Kits				
opt	CONN-MX10	Connector Kit > Turret Power > Turret Signal & Comms > Video / Hotlink Out	\$2,340	Option
opt	CONN-BHCK-MX10	Connector Kit - Bulkhead	\$3,900	Option
opt	GTCK-MX10-BASIC	Primary Cable (6 meters) - Unterminated Single cable for basic installations, providing connections for: > turret power, hand controller & moving map communication > two analog video outputs (composite) > P/N 47022-01, Primary	\$2,730	Option
opt	UPG-GTCK-MX10-COMM	Upgrade from Basic to Advanced Ground Test Cable - Unterminated 1) Enhanced Communications Cable > Ethernet, MIL-STD-1553, ARINC 429, Two RS422/232 > Laser interlock > P/N 47023-01, Signal	\$3,978	Option
opt	UPG-GTCK-MX10-VIDEO	Upgrade from Basic to Advanced Ground Test Cable - Unterminated 1) Enhanced Video Cable > 3 digital video outputs > 2 analog video outputs (Y/C) > P/N 47024-01, Video	\$3,042	Option
opt	UPG-GTCK-MX10-ADV	Upgrade from GTCK-MX10-BASIC to Advanced Ground Test Cables, to provide: Enhanced Communications Cable (<u>Quantity 1</u>) > Ethernet, MIL-STD-1553, ARINC 429, Two RS422/232 > Laser interlock Enhanced Video Cable (<u>Quantity 1</u>) > 3 digital video outputs > 2 analog video outputs (Y/C) * Must also purchase GTCK-MX10-BASIC with this upgrade.	\$7,020	Option
Training				\$0
opt	MX-eLearn	eLearning - Operation/Organizational Maintenance Training Per student fee Annual Product License	\$1,200	Option
Total Bid (excluding options):				\$675,240



PROPOSAL SPECIFIC STANDARD TERMS AND CONDITIONS (Variations to Standard T&C's)

1. **Currency** – All Prices in 2014 United States Dollars (USD).
2. **Shipping Point** – Pricing is F.C.A. (Incoterms 2010) Wescam.
3. **Price Validity** – Prices are valid for a period of 180 days. Option pricing only valid with initial order.
4. **Buy America Act** – The products offered in the bid are “qualifying country” end items as defined under the Buy American Act.
5. **Installation** – On-site installation support consultation is available from Wescam on a time and material basis. Travel and living expenses are extra (charged at cost plus 15%).
6. **Standard Terms and Conditions** – Standard T & C's per Wescam Inc. form FM 1093A and Service Plans Terms and Conditions to apply.
7. **Color** – Unless otherwise stated, the standard system color will be black semi-gloss (FED-STD-595C, color 27038). Delivery specified below assumes this standard color. For non-standard color applications, consult factory for pricing and delivery lead time.
8. **Laser Cutouts** – Integrator to provide laser cut out angles at time of award.
9. **FAA Laser Certification** – The FAA is currently developing policy with respect to certification installations on rotorcraft that involve a EO/IR system containing Class 3b or Class 4 lasers. The MX-15 system's optional laser illuminator is a Class 4 laser device. In the absence of a policy, it is likely that the installation can only be FAA certified with the laser disconnected. However, it is not expected that this situation precludes operation of the laser illuminator for Public Use Law Enforcement Operations. L-3 Wescam has established procedures for disconnection and reconnection of the Class 4 laser illuminator.
10. **eLearning:** – eLearning will be executed according to the attached Statement of Work (SOW)

The software is licensed, not sold. This agreement gives the customer limited rights to use the software. L-3 WESCAM reserves all other rights. The customer may use the software only as expressly permitted in this agreement. The customer may not:

 - reverse engineer, decompile or disassemble the software,;
 - use components of the software to run applications not running on the software
 - make more copies of the software than specified in this agreement;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.

You may uninstall the software and install it on another device for your use. You may not do so to share this license between devices.
11. **Quantity Discounts** – The following discounts apply for a single contract award of multiple systems for delivery within any 12-month period. These discounts have been reflected in the pricing supplied herewith:



1 – 5: 0% discount	6 – 10: 4.5%	11 – 20: 6% discount
21 – 40: 9% discount	41 – 75: 10.5%	76 – 100+: 12%

- 12. **Delivery** – *Approximately 10 months after effective contract start date. Depending upon configuration and date of receipt of order, we may be able to provide an accelerated delivery. Consult Wescam prior to placement of Purchase Order to confirm delivery commitments. Note: This quotation may include an export controlled product or components, therefore, the actual delivery date is contingent upon the timely receipt of end use certification documentation, and the subsequent issuance of export licenses from the applicable government(s). Wescam reserves the right to confirm delivery lead times quoted if optionally quoted items are selected.*
- 13. **Warranty Period** – *Two (2) years or 1,000 hours of operation, whichever occurs first. System accessories purchased for resale will carry the original equipment manufacturer's warranty.*
- 14. **Payment Terms** – *40% down payment upon receipt of order, 60% by wire transfer against shipping documents.*
- 15. **Export License** – *Please reference to Clause 7 in Wescam Standard Terms and Conditions. An end user certificate and/or completed DSP-83 form may be required to be provided with the purchase order to allow Wescam to apply for the export license. Failure of the United States Government or the Government of Canada to issue any required export permits, or withdrawal/termination of a required export permit by the United States Government or the Government of Canada, shall relieve Wescam Inc. of its obligations without liability for any consequential losses.*

* Note: The Specific Bid Terms and Conditions listed above may have been modified from the attached Standard Terms and Conditions (document FM1093A) and take precedence.



L-3 WESCAM Standard Terms and Conditions FM 1093A

This proposal/quotation, and any resulting sale, is expressly limited to the Purchaser's acceptance of the terms and conditions set forth below, except where may be modified within an accompanying proposal or quotation. Any additional or different terms and conditions submitted by the Purchaser shall not be acceptable to L-3 Wescam and shall be of no effect nor in any circumstance binding upon L-3 Wescam unless specifically accepted by L-3 Wescam in writing.

1. PRICES AND ESCALATION:

This proposal shall remain open for acceptance for 180 days from the proposal date. If during such period an acceptable purchase order is received by L-3 Wescam, the pricing will be as follows:

- a) When final design information calls for equipment which differs from that specified in the proposal, the prices and schedules will be adjusted accordingly.

2. SHIPMENT

Shipment shall be FCA L-3 Wescam, Burlington, Ontario, Van Nuys CA or Healdsburg CA. Unless explicit written instructions are supplied by the Purchaser, the method of transportation and the route of shipment shall be at L-3 Wescam's sole discretion. L-3 Wescam shall not be responsible for, nor be otherwise liable for any expenses, loss or damage by reason of any delay caused by strikes, fires, accidents or delays arising from causes beyond L-3 Wescam's control. If the Purchaser delays shipment of any items, L-3 Wescam may invoice the Purchaser for said items and hold them at Purchaser's risk and expense, pending instructions from the Purchaser.

3. TERMS OF PAYMENT

Unless otherwise agreed in writing, the following progress payments will apply:

- a) 40% of the Purchase Order Value upon receipt of the Purchase Order
- b) 60% of the Purchase Order, by assignment of a Confirmed Irrevocable Letter of Credit (ILC), against the shipping documentation.

All purchase orders/contracts shall be paid in the currency noted within the proposal.

4. EFFECTIVE CONTRACT START DATE

The effective contract start date is defined as the date when all of the following has occurred:

- a) A formal purchase order is issued by the customer.
- b) The deposit is received by L-3 Wescam.
- c) The Letter of Credit covering the balance is received by L-3 Wescam (if applicable).
- d) L-3 Wescam accepts the technical and commercial content of the Purchase Order.

5. SALES AND SIMILAR TAXES

The prices quoted in this proposal do not include Excise Taxes or any other tax, of any nature, which may be imposed specifically as a result of this transaction. The amount of any tax applicable to this transaction or the use of the equipment involved shall be paid by the Purchaser directly to the appropriate taxing authority or to L-3 Wescam if itemized in the invoice.

6. IMPORT DUTY

Unless otherwise specified in writing, the quoted prices do not include present or possible future import duties, tariffs, or other similar charges levied by a foreign country and all import formalities and import costs are the Purchaser's responsibility.

7. EXPORT CONTROLS

Some of the items proposed are controlled items as defined in the International Traffic in Arms Regulation (ITAR) and the multilateral Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-use Goods and Technologies and may require approval from the External Affairs department of the Canadian Government and the U.S. Government as applicable. While L-3 Wescam will use its best efforts to ensure the timely receipt of such licenses, L-3 Wescam accepts no responsibility for any delay in shipment due to delays in receipt or approval of such export licenses/certificates.

8. INSURANCE

L-3 Wescam shall maintain General Liability insurance policies to protect L-3 Wescam legal liability and Workmen's Compensation protection for L-3 Wescam employees. However, L-3 Wescam shall not accept any contractual liability for indemnity.

9. INSTRUCTION MANUALS

Installation and instruction Manuals, written in English, will be supplied in reasonable quantities, unless otherwise specified.

10. OWNERSHIP

The specifications, drawings, manufacturing data and other information transmitted between L-3 Wescam and the Purchaser in connection with L-3 Wescam's proposal and any resulting contract are the property of the originating party and are disclosed in confidence on the condition that they are not to be reproduced, copied, disclosed to third parties, or used for any purpose detrimental to the interest of the other party.



11.SYSTEM ACCEPTANCE

System acceptance shall be based upon the successful conduct of L-3 Wescam's standard factory acceptance test plan.

12.DISCLAIMER OF DAMAGES

L-3 Wescam shall not be liable for special, incidental, indirect, or consequential damages, under any circumstances, including, but not limited to, damage or loss resulting from inability to use the equipment, increased operating cost, loss of production, loss of anticipated profits, or special incidental, indirect or consequential damages, whether similar or dissimilar, of any nature arising from any cause whatsoever whether based on breach of contract (fundamental or otherwise), tort (including negligence), offenses, strict liability, or any other theory of law.

13.LIMITATION OF LIABILITY

L-3 Wescam maximum liability thereunder, arising from any cause whatsoever, whether based on breach of Contract (fundamental or otherwise), tort (including negligence), offense, strict liability, or any other theory of law, shall not exceed the contract price. Any suit based upon any aforementioned cause of action must be commenced within one (1) year from the date said action accrues.

14.TECHNICAL SPECIFICATIONS

Unless otherwise agreed to, in writing, this proposal provides a general overview of the proposed offer for sale. As part of its ongoing policy of product improvement, L-3 Wescam reserves the right to modify the equipment configuration described to provide improved performance, reliability or maintainability or to substitute components of equivalent or higher performance.

15.WARRANTY

L-3 Wescam warrants, to the original Purchaser only, that the product is free from defects in material and workmanship for a period of one (1) year from the date of shipment by the seller or for 1,000 hours operation, whichever occurs first. L-3 Wescam will repair or replace (at its option) any such device which is returned FCA to the L-3 Wescam factory office, with transportation charges prepaid and within the warranty period. The liability of L-3 Wescam shall be limited to the repair or replacement of the device and shall not include installation, or any other charge or expense incurred. L-3 Wescam will pay for return freight to customer's port of entry. This warranty shall not apply to any unit or part thereof which, in the opinion of L-3 Wescam, has been installed or used improperly; damaged by accident, misuse, or negligence; or altered or repaired in such a manner as to impair performance. L-3 Wescam shall have the right of final determination as to the existence and cause of any such defect.

16.NONWAIVER

If L-3 Wescam does not insist on strict compliance of the Purchaser with any of these Terms and Conditions, or fails to exercise promptly any right occurring from any default of the Purchaser, then the foregoing shall not impair L-3 Wescam's rights in case of the Purchaser's default continues or in case of any subsequent default by the Purchaser.

17.GOVERNING LAW

- a) The rights and obligations of L-3 Wescam and the Purchaser with respect to the L-3 Wescam proposal and any resulting contract shall be governed by the laws of the Province of Ontario, Canada.
- b) L-3 Wescam and the Purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.PROHIBITED USES

The Purchaser may not, in any way:

- a) Modify the product, except as permitted in the normal use of the product.
- b) Reverse-engineer, disassemble, or make any attempt to copy the product.
- c) Transfer the product to any person or entity in violation of any applicable Export regulations.

19.ENTIRE AGREEMENT

This Agreement, together with ancillary agreements, contains the entire agreement between L-3 Wescam and the Buyer, and no provisions may be waived, modified, or altered except by writing executed by both parties.

20.NESL INDEMNITY

The Equipment quoted in this proposal/quotation includes a non-eye safe laser (NESL). Purchaser agrees, for as long as it operates the equipment, to indemnify and save L-3 Wescam harmless from any and all liabilities, losses, suits, claims, demands, costs and actions of any kind or nature whatsoever to which L-3 Wescam shall or may become liable for as a result of purchaser's use of the NESL.

21.MICROWAVE EQUIPMENT

The microwave equipment that forms the basis of this proposal shall transmit and receive over 10 customer selected channels within the band of 1.99 to 2.5GHz U.S. FCC B.A.S. channels 1 to 10 (and offsets). The Customer may alternatively select the 2.3 to 2.7GHz band, however, price and delivery are subject to adjustment. L-3 Wescam will do its best to accommodate frequency changes made thereafter, however, there will be a restocking charge for the microwave equipment and L-3 Wescam reserves the right to adjust the schedule accordingly. Unless otherwise agreed, the Customer is responsible to obtain all necessary licenses required to operate the microwave equipment.



SERVICES – ADDITIONAL TERMS AND CONDITIONS

1. **Subcontracting:** Wescam may subcontract such portions of the work as it deems necessary in the performance of this contract.
2. **Assignment:** Neither Wescam nor the Purchaser shall assign this contract, in whole or in part, to other than wholly-owned subsidiaries without the prior written consent of the other party.
3. **Changes:** The Purchaser may propose changes to the work within the general scope of the contract and all such changes shall be made, provided that Wescam and the Purchaser have agreed in writing to any resulting adjustment in the contract price, delivery schedule or other provisions of the contract. Failing such written agreement, Wescam shall be under no obligation to implement any proposed change.
4. **Rights in Data and Inventions:** (1) Wescam shall have or retain the entire right, title and interest in and to all data first produced or specifically used by Wescam in the performance of this contract, except for Purchaser-furnished data received by Wescam. Wescam grants to the Purchaser the right to use the data delivered by Wescam hereunder solely for the purposes of this contract and the Purchaser's own use only in the facilities and only in connection with Wescam products owned or operated by the Purchaser; provided that such data shall not, without the prior written consent of Wescam, be disclosed or supplied, in whole or in part, to any third party or used, in whole or in part, for design, manufacture, re-procurement or any other purpose whatsoever. Purchaser shall comply with any Wescam proprietary markings on the data delivered hereunder. Further, Wescam shall have no obligation to deliver any data which is not otherwise specifically stated to be a deliverable under this contract. (2) Wescam shall have and retain the entire right, title and interest in and to all Inventions (including discoveries, new and useful art, processes, methodologies, techniques, manufacture, design or composition of matter, or any new and useful improvement thereof) conceived or developed or first actually reduced to practice in the performance of this contract.
5. **Patents:** (1) Wescam shall notify the Purchaser of all royalties which it will or may be obligated to pay or proposes to pay for in respect of the carrying out of the work, and the basis thereof. Any such royalties shall be for the Purchaser's account but shall not be incurred without Purchaser approval. (2) Wescam shall report to the Purchaser, promptly and in reasonable written detail, each notice of claim of patent infringement based upon the performance of the work hereunder of which Wescam has knowledge. Notwithstanding the foregoing, no patent indemnity of any nature is provided by Wescam hereunder.
6. **Training Material License:**
 - a) If applicable, Wescam will provide the Purchaser with the agreed number of copies of training documents and related materials ("Training Materials") subject to the terms and conditions set forth in the Wescam proposal and under these Terms and Conditions. The Training Materials are the proprietary information of Wescam, and Wescam owns all intellectual property rights in these Training Materials, including all copyrights and trade secrets associated therewith and all patents covering any of the technology disclosed therein. No title to the intellectual property in the Training Materials, or related materials is transferred to the Purchaser by this contract.
 - b) **Permitted Use:** Wescam hereby grants to the Purchaser a personal, non-transferable and non-exclusive right to use the Training Materials and related materials, solely for purposes of the operation, repair and maintenance of Wescam products that the Purchaser owns and operates and for no other purpose. The license granted is restricted to the use of the Training Materials by the Purchaser, through its employees only.
 - c) **Restriction on Use:** This license permits the Purchase to use the Training Materials and related materials solely for the purposes set forth above. The Purchaser shall not:
 - i) copy the Training Materials or any related materials for any purpose;
 - ii) assign this contract or transfer, sell, lease, re-export or grant a sublicense to the Training Materials;
 - iii) network the Training Materials or use it on Wescam products not owned or operated by the Purchaser without Wescam's prior written permission;
 - iv) use the Training Material and related materials to reverse engineer, decompile or disassemble any Wescam products;
 - v) use or permit use of the Training Materials or related materials by any person in any way that would constitute a breach of this contract or applicable laws.
7. **Excusable Delays:** Wescam shall not be liable to the Purchaser for any loss, damage, delay in the work or non-performance of any contractual obligation caused by fire, flood, strike, walk-out, labour difficulties, delay of transportation, unusually severe weather, freight embargo, epidemic, the act of government or an act of God or public enemies or by any other cause which is beyond Wescam's reasonable control, and provided that notice is given thereof to the Purchaser at the earliest reasonable date. In the event of delay resulting from any of the above, the delivery schedule and contract price shall be equitably adjusted.
8. **Termination:** The Purchaser may terminate all or any portion of the work hereunder at its convenience upon 30 days written notice to Wescam. Upon termination, the Purchaser shall pay Wescam at the contract rates (inclusive of profit) for all work completed, in progress and attributable to the termination, including, but not limited to, subcontractor cancellation charges, administrative costs of settlement and any extraordinary expenses or losses occasioned to Wescam.



Bill To: Stanislaus County Sheriff's Dept
 250 East Hackett Road
 Modesto CA 95354

Attn: Steve
Ph:
Fx:
Email: hatz1811@yahoo.com

Date: 6/5/14
Estimate #: 20140605-1
Estimate Valid Until: 12/30/2014

Aircraft Reg: TBD
Aircraft Type: Cessna 206
Aircraft S/N: TBD

Qty	SYSTEM	Description	LABOR	PARTS	TOTAL
1	CAMERA	Install customer supplied L3 Wescam MX-10 Camera System. Camera will be installed on a newly installed Soloy Left Hand Wing Mount. Quoted price includes camera mount, dovetail, and misc electrical items.	18,500.00	60,000.00	78,500.00
1	MOVING MAP	Install AeroComputer UC5100 moving map system.	18,500.00	4,000.00	22,500.00
1	UC-5100	UC-5100 Base Components - UC-5100: Ullrich Software - AeroComputers Proprietary Situational Software - Hard Drive Assy (120GB SSD) - UC-5100 Video Switching - L1 GPS Receiver -Gimbal Selection Kit - Wescam MX-10		47,493.75	47,493.75
1	Video Switch	UC-5100 Video Switching		1,181.25	1,181.25
1	View Sync	View Sync Level 3- Gimbal Interface - Moving Map - Gimbal Protocol RS-422 Communications		15,431.25	15,431.25
1	Topo	TopoGraphic Maps		1,781.25	1,781.25
1	Parcel	PARCEL DATA, NRE AND FIRST SYSTEM - Parcel Data Overlay with address lookups **Customer must supply parcel data in the appropriate format indicated in AeroComputers parcel data specifications document		7,118.75	7,118.75
1	Parcel Hi Res	Parcel Data OPT HI-RES - Optional HI-RES Tactical Parcel Map (Requires "Parcel Data" Purchase)		2,967.50	2,967.50
1	Aerial Image	Aerial Imagery - Aerial Imagery		1,181.25	1,181.25
1	SW Maint.	Annual Software Maintenance - One year of software updates, street and road map updates, FAA data updates; telephone tech support and AeroParcels		2,962.50	2,962.50
1	Install Kit	Install Kit UC5100 - Install Kit		3,556.25	3,556.25
1	Keyboard	AK-4S Sliding KBD NVIS - AK-4, Sliding Keyboard NVIS		3,318.75	3,318.75
1	ViewSync 3D	Install a new AeroComputers ViewSync 3D system including a new AK4 Loose Keyboard.	5,000.00	48,750.00	53,750.00
1	MONITORS	Install two new Boland 15" LCD monitors with VGA and SDI inputs. Monitors to be mounted on an articulating arm in rear seat area. Each monitor will be interfaced to the Camera and Map system.	12,000.00	13,333.33	25,333.33
1	AUDIO SYSTEM	Install a new Technisonics Audio system model A711L. System to include three Audio Mixer units (Pilot, Copilot, and TFO).	16,500.00	21,472.14	37,972.14
1	DVR	Install a new AVALEX AVR8345 Digital Video Recorder. Records in HD	6,500.00	15,710.67	22,210.67
Subtotal			77,000.00	250,258.64	327,258.64

Quotation prepared by: Ken Piland (Avionics Manager)

Freight 2,500
 Sales Tax (8.0%) 20,020.69
Firm Fixed Price \$ 349,779.33

Deposit Amount Required before start date **\$0.00**
Remaining balance Upon Delivery

Note: An additional 3.5% charge will be added to the invoice total if paying with credit card.

Thank you for your business!

2026 Palomar Airport Road, Carlsbad CA 92011 Ph: 760- 929-2270 Fx: 760-683-6980

PROPOSAL FOR MX-10 MOUNTED CAMERA SYSTEM

MX-10	Price	Quantity	Net Price
WESCAM MX-10	\$ 237,000.00	1	\$ 237,000.00
Lowlight Imager	\$ 27,300.00	1	\$ 27,300.00
Laser Rangefinder	\$ 38,220.00	1	\$ 38,220.00
Laser Illuminator	\$ 23,400.00	1	\$ 23,400.00
Image Blending	\$ 14,820.00	1	\$ 14,820.00
MX-GEO with Internal GPS	\$ 15,600.00	1	\$ 15,600.00
Searchlight Interface	\$ 7,410.00	1	\$ 7,410.00
Moving Map Interface	\$ 7,410.00	1	\$ 7,410.00
OPTIONS			
Connector Kit	\$ 2,340.00		\$ -
Connector Kit-Bulkhead	\$ 3,900.00		\$ -
Ground Test Cable	\$ 2,730.00		\$ -
Upgrade to Advnaced Ground test Cables	\$ 7,020.00		\$ -
Primary Cable-Unterminated	\$ 2,730.00		\$ -
Upgrade from Basic to Advanced Ground Test Cable-COMM	\$ 3,978.00		\$ -
Upgrade from Basic to Advanced Ground Test Cable-VIDEO	\$ 3,042.00		\$ -
eLearning Operation Training	\$ 1,200.00		\$ -
MX-10 Electro Optic Narrow (EON) Day TV Camera/Spotter	\$ 42,900.00	1	\$ 42,900.00
			\$ 414,060.00
MX-10 INSTALLATION			
Parts			\$ 250,258.64
Labor			\$ 77,000.00
Freight			\$ 2,500.00
Sales Tax			\$ 20,020.69
TOTAL Installation			\$ 349,779.33
TOTAL			\$ 763,839.33
IDENTIFIED FUNDING SOURCES			
HIDTA			\$ 50,000.00
SDEA ASSET FORFEITURE			\$ 100,000.00
Cal-MMET			\$ 563,839.33
SDEA/HIDTA			\$ 50,000.00
TOTAL			\$ 763,839.33