



**CITY of NOVI CITY COUNCIL**

**Agenda Item 6  
July 18, 2011**

**SUBJECT: Approval to purchase Panasonic Arbitrator 360 in-car video equipment and training from Advanced Wireless Telecom (AWT) through the Oakland County Cooperative Purchasing Contract in the amount of \$136,180.41.**

**SUBMITTING DEPARTMENT:** Public Safety *DEW*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$136,180.41</b>
<b>AMOUNT BUDGETED</b>	<b>\$170,200, 6,300 (roll-over)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>266-266.00-980.000, 101-337.00-979.000</b>

**BACKGROUND INFORMATION:**

As part of the 2011-12 budget process, federal forfeiture funds were allocated for the purchase of a new in-car camera video system for the Police Department. Additionally, funds were allocated in the 2010-11 Fire Department budget for a camera system for the supervisor vehicle. This system will be a replacement for the system purchased in 2008 from International Police Technologies (IPT). In May of 2010 IPT declared bankruptcy. As a result, service and replacement parts are no longer available. The system no longer functions as intended and needs to be replaced.

A committee, consisting of both police and information technology staff, reviewed options for digital in-car camera systems and concluded that the Panasonic Arbitrator 360 is the system that best fulfills all of the functionality the City requires. This system is available for purchase through the Oakland County Cooperative Purchasing Program as well as the State of Michigan MIDEAL Program. The benefits of purchasing the Panasonic Arbitrator 360 through the Oakland County contract is that the firm providing the product support is a local firm(AWT) so response time will be minimal. The firm providing support for the state contract is located in Ohio.

**RECOMMENDED ACTION: Approval to purchase Panasonic Arbitrator 360 in-car video equipment and training from Advanced Wireless Telecom (AWT) through the Oakland County Cooperative Purchasing Contract in the amount of 136,180.41.**

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

## MEMORANDUM



**TO:** DAVID E. MOLLOY  
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE

**FROM:** MICHAEL K. WARREN *MKW*  
SERGEANT, TRAINING AND STANDARDS

**SUBJECT:** IN-CAR CAMERA VIDEO SYSTEM

**DATE:** JUNE 8, 2011

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The Novi Police Department is seeking to replace its current system for recording in-car video. The current vendor, International Police Technologies, declared bankruptcy in May 2010. As a result, service and replacement parts are no longer available. The system no longer functions as intended and, therefore, must be replaced. The City of Novi FY2011-2012 budget has appropriated funds for this purchase.

There are several vendors that compete in the law enforcement in-car camera market. The most notable vendors are Panasonic and L3 Mobilevision. The in-car components for both of these products are similar and offer similar download features.

The committee established to research replacement systems has reviewed a variety of available products. It is the recommendation of the committee that the City of Novi purchase the Panasonic Arbitrator 360 under the Oakland County Cooperative Purchasing Contract. This recommendation is based on the information provided below.

1. Most of the existing Information Technology infrastructure can be converted to use with the Panasonic system. The system server and the download points at the Novi Police Department can be re-configured to support the Panasonic system. L3 Mobilevision informed the Novi Police Department that a new server would have to be purchased as the Department's current server is not compatible with their system.

2. The Panasonic system has been cleared by CLEMIS to utilize the Mobile Data Computers (MDC) within the patrol vehicles to control operation of the camera system. This feature reduces the amount of hardware in the vehicle itself as there is no need for a viewing and control component. This also affords a savings of over \$13,000 on the original proposed cost.
3. The Panasonic Arbitrator is available under the Oakland County Cooperative Purchasing Contract as well as the Michigan Delivering Extended Agreements Locally (MiDEAL) contract. It is recommended that the Oakland County contract be utilized as technical support for the system under that contract is provided by Advanced Wireless in Wixom, Michigan. Under the State of Michigan contract, this service is provided by a company out of Ohio.
4. The Panasonic Arbitrator 360 system comes standard with a three (3) year standard manufacturer's warranty. The L3 Mobilevision system comes standard with a one (1) year standard manufacturer's warranty.
5. A unique feature of the Panasonic system is its guarantee of part availability. Panasonic guarantees part availability for five (5) years past the end of production for a camera system. For example, if production ended in 2011, Panasonic guarantees part availability until the same date in 2016.
6. Panasonic is a large multi-national company with interests in a wide variety of markets outside of the law enforcement market. Although possible, it is not likely that Panasonic would go out of business and leave the City in the same predicament that it is now in. L3 Mobilevision, however, is present only in the public safety market.

On May 17, 2011, committee members met with representatives from the Auburn Hills Police Department, Troy Police Department and the Oak Park Department of Public Safety. It is the intention of each of these agencies to purchase the Panasonic Arbitrator 360 system within the next two (2) months. This decision was made after

extensive studies similar to the one conducted by the Novi Committee. The Troy Police Department and the Oak Park Department of Public Safety field tested the system and found it easy to use, easy to maintain and extremely reliable. It should be noted that this testing included the front end user, the back end user and the Information Technology sections of both jurisdictions.

In summary, the committee recommends the purchase of the Panasonic Arbitrator 360 based on the viability of the company, the use of current technology infrastructure, length of warranty, availability of replacement parts and the close proximity of technical support.

## **CONTRACT FOR Panasonic Arbitrator Video Equipment and Training**

**THIS CONTRACT FOR SERVICES AND MATERIALS** ("Contract"), This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Advanced Wireless Telecommunications, Inc, whose address is 49716 Martin Dr. Wixom, Michigan 48393, (hereinafter referred to as "Contractor").

### **THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:**

#### **Article I. Statement and Performance of Work.**

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

#### **Article II. Timing of Performance.**

Performance of this Contract shall commence on the effective date, delivery of the materials and performance of the work shall be completed according to the timing set forth as part of Schedule A. The completion date for all services and delivery of all materials as described in Schedule A shall be approximately ninety days immediately following the effective date of this agreement, provided, however, that if delays in installation of the Arbitrator Video Equipment delay contractor's performance, the completion date shall be extended for a period equal to the period of delay. The timing for performance of any such work may also be extended, if allowed in writing by the Client in its sole discretion.

#### **Article III. Contract Price and Payment.**

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount not to exceed **\$136,180.41** for services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor

provides written notice of a change in the address to which such payments are to be sent.

**Article IV: Termination.**

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

**Article V: Independent Contractor/Vendor Relationship.**

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person

or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

**Article VI:        Liability and Insurance.**

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

**Article VII:        Information.**

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

**Article VIII:        General Provisions.**

- A. *Entire Agreement.* This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. *Compliance with Laws.* This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Clay J. Pearson and City Clerk Maryanne Corneliuss  
Contractor: Advanced Wireless Telecom, Inc.
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.



K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

**IN WITNESS WHEREOF**, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES  
OF SIGNATURES:

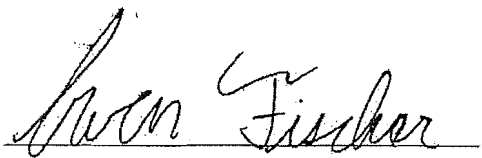
CITY OF NOVI

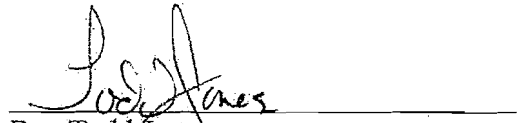
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: David B. Landry  
Its: Mayor

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Maryanne Cornelius  
Its: Clerk

  
\_\_\_\_\_  
Date: June 28, 2011

CONTRACTOR  
  
\_\_\_\_\_  
By: Todd Jones  
Its: President/CEO

**SCHEDULE A - continued**

**Novi Police Department**

SKU	Description	Qty	Price	Total
ARBTR-KIT-360	Arbitrator Kit MK2.0 Recorder with Front Facing Camera, GPS, in-car mic & wireless digital mic, 32GB SDHC, includes all software & Manuals (see BOM Attached)	20	\$ 4,579.70	\$ 91,594.00
HUB-USB3-E	Tough Hub	20	\$ 208.33	\$ 4,166.60
TGS-3DP	G-Force Crash Sensor Kit Including User Manual, power cable, trigger cable	20	\$ 245.18	\$ 4,903.60
CN258IR-P	Rear Camera	20	\$ 122.18	\$ 2,443.60
RP-SDW32GP1K	Arbitrator 32GB SDHC memory card with class 10 performance	4	\$ 324.00	\$ 1,296.00
CCR24TXPNA	Wireless Mic Transmitter Kit (Spare) Includes Mic, Charger, Pouch, Lavalier Mic	40	\$ 239.44	\$ 9,577.60
PAUPS1221-2462-P	UPS Backup unit	20	\$ 229.60	\$ 4,592.00
TP-DCDC-1248D	POE Injector	20	\$ 46.95	\$ 939.00
* CF-SVCARBTVL	<b>Travel and Expences per diem</b>	<b>3</b>	<b>\$ 1,230.00</b>	<b>\$ 3,690.00</b>
CF-SVCARB2TRNG	System Administrator Training, End User, Train the Trainer	1	\$ 1,500.00	\$ 1,500.00
* CF-SVCARB2CON1	<b>Software Installation &amp; Consulting (Daily Rate)</b>	<b>2</b>	<b>\$ 1,640.00</b>	<b>\$ 3,280.00</b>
CF-SVCARB2ICC1	System/Network Architecture, Software, Installation, Video Planning Policies, & SOP recommendations Arbitrator 360 Car Installation Training - Train the installers on up to 3 vehicles includes travel exp.	1	\$ 2,279.60	\$ 2,279.60
* Denotes "Not to Exceed" if the additional day is not required.				
<b>GRAND TOTAL</b> <i>Police.</i>				<b>\$ 130,262.00</b>
** All Prices RE Oakland County Cooperative Purchasing Contract				

**SCHEDULE A**

**Novi Fire**

SKU	Description	Qty	Price	Total
ARBTR-KIT-360	Arbitrator Kit MK2.0 Recorder with Front Facing Camera, GPS, in-car mic & wireless digital mic, 32GB SDHC, includes all software & Manuals (see BOM Attached)	1	\$ 4,579.70	\$ 4,579.70
AG-RCP30P	Control Panel (Used with ARBTR-KIT-SI)controls camera function, 3.5" TFT LCD Screen	1	\$ 593.68	\$ 593.68
DS-DA-206	Control Panel gooseneck mount	1	\$ 113.98	\$ 113.98
TP-DCDC-1248D	POE Injector	1	\$ 46.95	\$ 46.95
AP-4000	Proxim 802.11 radio	1	\$ 584.10	\$ 584.10
	<b>GRAND TOTAL</b> <i>Five</i>			<b>\$ 5,918.41</b>

\*\* All Prices RE Oakland County Cooperative Purchasing Contract

## SCHEDULE B

### A. Insurance Requirements

The vendor will not commence work, nor will the City of Novi sign a contract, until vendor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. Coverage: The Vendor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. Deductibles: The Vendor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name the Vendor as the insured.
4. Cancellation Notice: All policies shall include the following language: “Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate”.
5. Additional Insured: All policies include the following language “The City of Novi, their officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured.” Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, City of Novi, 45175 W. Ten Mile Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, the Vendor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Vendor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Vendor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Vendor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
10. Hold harmless/Indemnity
  - a. The Vendor agrees to save harmless and defend the City of Novi against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City of Novi may suffer as a result of claims, demands, costs, or judgments against it arising from , out of or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, it's officers, agents, or employees.
  - b. The Vendor agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, the Vendor agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to the Vendors performance under this contract.
  - c. The Vendor shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Vendor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



INFORMATION TECHNOLOGY

RLB

**AMENDMENT / CHANGE ORDER  
OF CONTRACT 002874**

**AMENDMENT 02**

**AMENDMENT DATE: March 16, 2011**

This AMENDMENT / CHANGE ORDER OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
ADVANCED WIRELESS TELECOMMUNICATIONS	49716 MARTIN DRIVE WIXOM MI 48393
Vendor Number: 304	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agrees that any and all defined words or phrases in the current Contract between the parties will apply equally to and through out the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.

3.0 Description of Change:

Add the following contract items as described below:

CF-ARBTR-KIT360 Panasonic Toughbook Arb Kit MK2.0, GPS, wireless digital mic, 32GB SDHC, includes all software & Manuals \$4,579.70

CF-CN258IR-F Panasonic Toughbook Remote Camera \$122.18

CF-CCR24PNA Panasonic Toughbook External Microphone, Vehicular Charger, Cradle, Power Cable, Antenna, Pouch, Desktop Charger and Stand \$441.90




L. BROOKS PATTERSON - OAKLAND COUNTY EXECUTIVE  
**OAKLAND COUNTY  
PURCHASING DIVISION**

CF-AG-RCP30P Panasonic Toughbook Control Panel Kit, Inc. 3.5" LCD screen  
\$593.68

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

**FOR THE COUNTY OF OAKLAND:**

BY: 

Oakland County Purchasing Division  
Jack Sato Smith - Manager  
or  
Scott Guzzy - Chief

DATE: 3-16-2011

**FOR THE CONTRACTOR:**

By: 

ADVANCED WIRELESS  
TELECOMMUNICATIONS

Todd Jones - President  
Print Name and Title

Todd@awt911.com  
Email Address

DATE: 3/16/11

qf



49716 MARTIN DRIVE. WIXOM, MI 48393. PHONE: 248-295-4600. FAX: 248-295-2699

RE: Toughbook Arbitrator360™

May 11, 2011

Sgt. Warren

I have outlined below the items/features that I believe strengthen and affirm your choice of Arbitrator360 for your video solution.

1. I have met with Rob Petty and determined that much of your existing systems can be redeployed;
  - The existing Storage Server can be used
  - There is no need to upgrade desktop PC's
  - There is sufficient wireless coverage on the NPD campus to support upload
  - The MDT can support the system software
  - Proxim radios if kept, can likely be reconfigured and redeployed.
2. There is no need to use the control panels, as Tim McCrea and his staff have signed off on the use of the MDT. They have allowed NetMotion policy manager access by the recorder to the MDT at Farmington, Troy and Oak Park.
3. Local Support – The local dealer & system integrator for Toughbook Arbitrator360 – in fact the only authorized integrator in the State of Michigan – is Advanced Wireless, located in Wixom, MI.
4. The entire system is available for purchase via an Oakland County Cooperative Purchasing Agreement.
5. Warranty – the Toughbook Arbitrator360 system includes a 3yr standard manufacturer's warranty. Parts are available for 5 years after the system is 'End of Life'. In other words, when the current version of the Hardware (rev3) is replaced with newer technology, Rev 3 components will still be available for 5 years. (If it happened today, they would be available until 2016.) Our competitors offer only 1yr warranties standard.

The points above make a compelling case versus the competition, which also requires a new proprietary server only available for purchase from them.

Duane Miller  
Senior Area Manager  
Panasonic

Ed McGlinchey  
Sales Manager  
Advanced Wireless Telecom