

CONTRACT ROUTING FORM

SUBMITTED BY: M. Robinson DATE: 09-30-08

DEPARTMENT: Information Technology Services Unit

CONTRACTOR: L-3 Communications Mobile-Vision, Inc.

CONTRACT PURPOSE: Provide a Digital In-Car Audio/Video Solution for the Ann Arbor Police Department (Not to Exceed \$170,000.00)

CONTRACT TYPE: SERVICES MATERIALS AND CONSTRUCTION

CONTRACT AMOUNT: \$170,000.00

HUMAN RIGHTS APPROVAL DATE:

NOTE CITY ATTORNEY MUST REVIEW CONTRACTS BEFORE SUBMISSION TO CITY COUNCIL

RESOLUTION REQUIRED: YES NO

RESOLUTION NO. R-08-382
PLEASE ATTACH

NOTE: Please Mark
Signature Pages (In Order)

REQUIRED SIGNATURES:		REQUIRED	SIGNED	DATE SIGNED
CONTRACTOR		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9-29-08
DEPARTMENT HEAD		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10/02/08
CITY ATTORNEY		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10/09/08
CITY ADMINISTRATOR		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10/9/08
MAYOR		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10/10/08
CITY CLERK		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10/13/08

RETURN CONTRACT TO: M. Robinson

PHONE NO. 734-794-6550 X45511



City of Ann Arbor

Legislative File ID **08-0808**

display
printable
version

email

Type: **Resolution** Status: **Passed**
 Enactment Date: **9/8/2008** Enactment No.: **R-08-382**
 Title: **Resolution to Approve a Services Contract with L3 Communications Mobile-Vision, Inc. to Provide a Digital In-Car Audio/Video Solution for the Ann Arbor Police Department (Not to Exceed \$170,000.00)**
 Controlling Body: **City Council**
 Introduced: **9/8/2008** Version: **1**
 Final Action: **9/8/2008** Contact: **Dan Rainey, IT Director**
 Name: **9/8/08 L3 Communications Mobile -Vision, Inc.**
 Requester: **Information Technology Services**
 Sponsors:
 Attachments: Legislative File Text
 RFP-694_evaluation Summary.pdf
 In Car Video Project Costs.pdf
 Next Meeting:

Legislative History (* Unpublished Data)

Date	Acting Body	Action Taken	Motion
9/8/2008	<i>Unpublished Meeting Data Pending*</i>		

Approvals

Approver	Date	Approval Status
Mary Fales	8/29/2008	Approved
<i>Approver Note: Per discussion</i>		
Roger W. Fraser	9/2/2008	Approved
Angela Dempkowski	9/2/2008	Approved
Tom Crawford	8/27/2008	Approved
<i>Approver Note: Revised language and attachments prior to approval to more fully explain 10 units quoted by 16 units being installed.</i>		
Sarah Singleton	8/27/2008	Approved

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City of Ann Arbor

100 N. Fifth Avenue
Ann Arbor, MI 48104
www.a2gov.org

Text File

File Number: 08-0808

Agenda # DS-7

Introduced: 9/8/2008

Version: 1

Current Status: Passed

Matter Type: Resolution

Resolution to Approve a Services Contract with L3 Communications Mobile-Vision, Inc. to Provide a Digital In-Car Audio/Video Solution for the Ann Arbor Police Department (Not to Exceed \$170,000.00)

The attached resolution seeks authorization to execute a professional services agreement with L3 Communications Mobile-Vision, Inc. to provide a digital in-car audio/visual solution for the Ann Arbor Police Department's (AAPD) vehicle fleet, for up to 16 police vehicles.

Because AAPD officers encounter many of the same issues found in other local municipalities, policing the Ann Arbor area requires a solution that keeps AAPD personnel in constant contact with command and dispatch staff while providing the ability to effectively capture, store and manage audio and video evidence. A modern digital in-car video system incorporates high-performance cameras with a wide angle lenses with wireless microphones to accurately record events as they occur, dramatically improving the way that evidence is collected, documented and presented. The digital in-car video system is complemented by a robust support infrastructure providing distributed, wireless evidence collection and tightly controlled records distribution.

A Request for Proposal, RFP No. 694 - Ann Arbor Police Department In-Car Digital Video/Audio System, was published on April 2, 2008 and three responses were received by the Purchasing Unit on April 30, 2008. The three proposals were reviewed and evaluated by the City's project team comprised of employees from Police, Information Technology, City Attorney and 15th District Court. The respondents bid on equipping ten vehicles on a per vehicle cost. The lowest bidder, L3 Communications Mobile-Vision, Inc., met the City's minimum requirements. Since the cost was lower than planned, this resolution requests installing up to 16 vehicles.

A summary of cost proposals along with a revised project cost summary is attached.

The selected system consists of up to 16 in-car digital audio/video recording units, each supporting two wireless microphones, a front camera outfitted with digital zoom and night-vision capabilities, a rear-seat infrared camera and a GPS receiver; a comprehensive digital video archive system with wireless video uploads and online storage for up to 90 days and a audio/video management system for long-term DVD archiving and evidence retrieval.

The in-car audio/video solution recommended by the project team will enable the

AAPD to record evidentiary quality audio and digital video from police vehicles, seamlessly upload the videos to a secured server, properly manage and securely store media and then readily access it with minimal user interaction when required.

All system components are specifically designed for the law enforcement environment and are specified to operate in vehicles without compromising officer safety, the safety systems of the vehicle or the previously installed communication systems of the vehicle.

L3 Communications Mobile-Vision, Inc. received Human Rights and Living Wage approval on July 25, 2008.

Prepared by: Marlene Robinson, Information Technology Services Unit

Reviewed by: Dan Rainey, Director, Information Technology Services Unit

Tom Crawford, CFO and Finance and Administrative Services

Administrator

Resolution to Approve a Services Contract with L3 Communications Mobile-Vision, Inc. to Provide a Digital In-Car Audio/Video Solution for the Ann Arbor Police Department (Not to Exceed \$170,000.00)

Whereas, The City of Ann Arbor Police Department requires a solution that keeps personnel in constant contact with command and dispatch staff while providing the ability to effectively capture, store and manage audio and video evidence;

Whereas, The City has planned, approved and budgeted for a In-Car Digital Video/Audio System in FY2009;

Whereas, A Request for Proposal, RFP No. 694 - Ann Arbor Police Department In-Car Digital Video/Audio System, was published in April 2, 2008 and three responses were received by the Purchasing Unit on April 30, 2008;

Whereas, L3 Communications Mobile-Vision, Inc. provided the proposal that met the largest percentage of the City's requirements and was also the lowest cost proposal;

Whereas, L3 Communications Mobile-Vision, Inc. received Human Rights and Living Wage approval on July 25, 2008; and

Whereas, Funding for these services is available through the FY2009 Information Technology Services Unit budget;

RESOLVED, That City Council approve a services agreement with L3 Communications Mobile-Vision, Inc. to provide a digital in-car audio/visual solution for up to 16 vehicles of the Ann Arbor Police Department's vehicle fleet, not to exceed \$170,000.00;

RESOLVED, That the Information Technology Fund shall be available for expenditure for this Project for the life of the Project without regard to fiscal year;

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute documents after approval as to substance by the City Administrator and approval as to form by the City Attorney; and

RESOLVED, That the City Administrator be authorized to take all necessary administrative actions to implement this Resolution without regard to fiscal year.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/08

PRODUCER
Arthur J. Gallagher & Co. of New York
444 Madison Avenue
20th Floor
New York, NY 10022

1-212-994-7100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L-3 Communications
Mobile-Vision, Inc.
c/o L-3 Communications Corporation
600 Third Avenue
New York, NY 10016

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Ace American Ins Co

22667

INSURER B: Westchester Fire Ins Co

21121

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HDO G23738119	02/01/08	02/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ISA H08239939	02/01/08	02/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 500,000	G21980080003	02/01/08	02/01/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLR C44483774 SCF C44484365	02/01/08 02/01/08	02/01/09 02/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Professional Liability	EON G21680965 002	04/01/08	01/01/10	Each Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Ann Arbor is shown as an additional insured solely with respect to General liability coverage as evidenced herein as required by written contract with respect to work performed by the named insured.

CERTIFICATE HOLDER

City of Ann Arbor
Attn: Dan Rainey, ITSU Director
100 North Fifth Avenue
Ann Arbor, MI 48104

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE AN OBIGATION OR LIABILITY OF ANY KIND UPON THE INSURER OR ITS AGENTS OR AUTHORIZED REPRESENTATIVE

Renald J. [Signature]

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**AGREEMENT BETWEEN
L3 COMMUNICATIONS MOBILE-VISION, INC. AND THE CITY OF ANN ARBOR
FOR VIDEO/AUDIO VEHICLE INSTALLATION SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("City"), and L3 Communications Mobile-Vision, Inc. (Contractor"), a New Jersey corporation, with its address at 90 Fanny Road, Boonton, NJ 07005 agree as follows on this 15th day of September, 2008.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Information Technologies Services Unit (ITSU), Finance and Administrative Services.

Contract Administrator means ITSU Director, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Contractor under this Agreement

Project means Ann Arbor Police Department (AAPD) Mobile In-Car Audio/Video Project (RFP 694)

II. DURATION

This Agreement shall become effective on September 22nd, 2008, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Contractor agrees to provide configuration, installation and testing services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a 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.

IV. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, 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. 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.

V. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 1. Errors and Omission insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C.

- B. Living Wage. The Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) and specified in Exhibit D; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit D.

VII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.


XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.


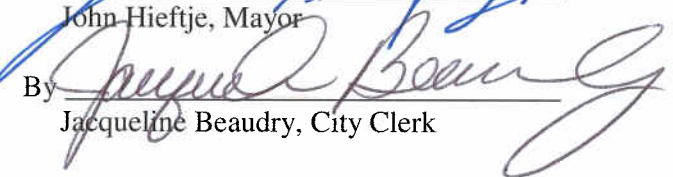
XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

FOR L3 COMMUNICATIONS MOBILE-VISION, INC. (CONTRACTOR)

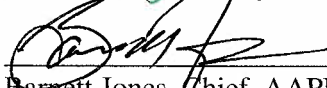
By 
Charles A. Vleek
Its VP, Sales & Mktg

FOR THE CITY OF ANN ARBOR

By 
John Hieftje, Mayor
By 
Jacqueline Beaudry, City Clerk

Approved as to substance


Roger W. Fraser, City Administrator


Barnett Jones, Chief, AAPD
Safety Service Area Administrator

Approved as to form and content

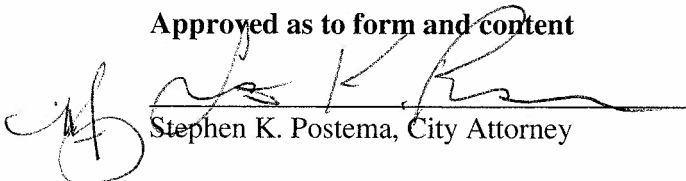

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

General

Section 1 – Correlation and Intent of Documents

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

1. Human Rights Division Compliance Forms
2. Living Wage Declaration of Compliance Forms
3. Contract and Exhibits
4. RFP No. 694, Ann Arbor Police Department In-Car Digital Video/Audio System and all Addenda
5. Contractor's Response to RFP No. 694, dated April 30, 2008 and Post Proposal Quote, dated July 29, 2008

Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Contract and Exhibits; (2) Contractor's Response to RFP and Post Proposal Quote; (3) RFP No. 694 and Addenda.

Contractor shall provide implementation of a complete integrated and optimized "turnkey solution for the City of Ann Arbor AAPD, ensuring that nothing remains to be purchased or supplied by the City of Ann Arbor other than those items so indicated. The entire system as specified includes the first 12 months of support and service from date of acceptance by the AAPD.

Contractor, evidenced by execution of the contract documents, accepts full responsibility for configuring and installing all hardware, software, and related services, as well as performing system testing and verification of all equipment, configurations and related service migrations provided for under specifications identified in RFP # 694. Contractor will provide all necessary hardware, software and/or special equipment required to perform the scope of services and not specifically mentioned herein without claim for additional payment. The City of Ann Arbor will provide the staff resources as necessary to assist Contractor to ensure a successful migration.

Section 2 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of installation and safety programs associated with the work contemplated by this contract. The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to it's work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City.

Section 3 - Technical Specifications

The specifications listed in the scope of services may not necessarily list all services, software or hardware equipment required to complete the new integrated audio and digital video platform that will satisfy the City's Police Department service requirements. It is the responsibility of Contractor to verify the completeness of the requirements and any additional specifications released in subsequent RFP clarification addendum, and to include in its response the products and services necessary to meet the total requirements of the proposed solution.

Contractor will partner with Winder Police, City approved subcontractor, to supply maintenance and support for the complete and turnkey solution. Subcontractor shall be held to the same standards of performance as Contractor and any contract between Subcontractor and Contractor shall include these requirements as a term and condition of service.

Services to be provided are described through **Section 3, Scope of Services** of RFP # 694 and must be completed fully in accordance with the specifications.

Contractor will implement a minimum ten (10) in-car video units with an integrated audio and digital video platform, and then expand the platform to all 35 marked City of Ann Arbor police cars. This project will include all hardware, software and services required to meet all data storage, archival and retrieval requirements; all networking requirements, including the ability to download data either wirelessly or by hardwire; and all for viewing requirements, including viewing captured Police data in court.

Phased Implementation

- Initially, installation for (3) three units will be considered the "Pilot" phase of the initial rollout of 10 or more vehicles for digital in-car video and audio.
- The additional units will be implemented after a successful "Pilot" phase is completed.

All phases include the following:

- General User Training – This is to be conducted in 1-Hour blocks at City identified locations.
- Two (2) days of “Power User” training at City identified locations.
- Two (2) days of Administrator training at City Hall.
- One (1) day of Audit and Accounting system and report training at City Hall.
- On-site assistance during the day of cutover (or first formal day of use by staff per site)
- On-site assistance the day after to assist any users having difficulties
- Help Desk to allow City users to report all video or audio problems/needs (can be on-site or off-site)

Section 4 - Project Management

The Information Technology Services Unit Director and Ann Arbor Police Department will make the determination of acceptable quality for the implemented solution.

Section 5 - Acceptance Testing

In accordance with Section 2.15 of RFP No. 694, Contract will be required to demonstrate that all work is complete, free from physical, electrical and configuration defects or deficiencies in satisfactory operating conditions. Release of any installment payment identified in Exhibit B shall be subject to satisfactory compliance with this provision by the Contract Administrator.

**EXHIBIT B
FEE SCHEDULE**

General

This is a not-to-exceed price agreement for \$170,000.00 for configuration, installation and testing of the In-Car Digital Video/Audio System.

It is acknowledged by the Parties that the City exercised its option under Section 1.22 of RFP No. 694 to add quantities of items Contractor's Cost Proposal during negotiation and that Contractor is providing the additional quantities at the same unit purchase price quoted in the Contractor's Cost Proposal. The terms of payment are consistent with Contractor's Cost Proposal.

Installation Payments

Contract Administrator will provide notice of acceptance to Contractor, who may then submit invoice for payment as follows:

Amount	Terms	
\$76,821.35	Payment upon successful completion of the implementation (configuration, installation and testing) of the product solution for three (3) vehicles.	Installation No. 1 (Pilot) [Infrastructure/on-site warranty/achieving points/access warranty/rear camera/access station/system configuration/training & installation (1-Crown Vic, 1-Tahoe & 1 Expedition)]
\$67,738.35	Payment upon successful completion of the implementation of the product solution for an additional Nine (9) vehicles.	Installation No. 2 [camera's, mic's/DVR system/on-site warranty for 1-Expedition/1-Tahoe and 8 - Crown Vic's]
\$20,413.35	Payment upon the successful completion of the product implementation of the product solution on a per vehicle basis of the remaining fleet vehicles based on available funding appropriation.	Additional Unit Installments (6) & Miscellaneous on-site warranty & installation fees

**EXHIBIT C
FAIR EMPLOYMENT PRACTICE**

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

(1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

(2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

(3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.

(4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

(a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;

(b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;		
(c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.		
(5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.		
(6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:		
(a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;		
(b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;		
(c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;		
(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:		
	<u>Contract Amount</u>	<u>Assessed Damages</u> Per Day of Non-Compliance
	\$ 10,000 - 24,999	\$25.00
	25,000 - 99,999	50.00
	100,000 - 199,999	100.00
	200,000 - 499,999	150.00
	500,000 - 1,499,999	200.00
	1,500,000 - 2,999,999	250.00
	3,000,000 - 4,999,999	300.00
	5,000,000 - and above	500.00

(e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

EXHIBIT D
LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
(a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
(b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution

(1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.

1:815. Living Wages Required.

(2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

(1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.

1:814. Applicability.

(10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

(9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.

(8) "Living Wage" means a wage equal to the levels established in Section 1:815.

(7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.

(6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.

toward health care shall not exceed 50 cents an hour for the average work week for such employee.

(1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

1:817. Exemptions.

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

1:816. Employees Covered.

(3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

(2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.

- (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).

(1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.

1:818. Monitoring and Enforcement.

(4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

(3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.

(b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.

(a) To avoid any application of this Chapter that would violate federal, state or local law(s); or

(2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:

This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.

No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.

No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.

- (4)
- (3)
- (1)

* * * * *

1:821. Other Provisions.

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Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;

Each day upon which a violation occurs shall constitute a separate violation.

A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.

- (4)
- (3)
- (2)
- (1)

1:819. Penalties and Enforcement.

Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.

- (3)
- (2)

- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
- (a) A bona fide training program;
 - (b) A summer or youth employment program;
 - (c) A work study, volunteer/public service, or internship program.
- * * * * *