City of Birmingham
A Walkable Community

MEMORANDUM

Police Department

DATE: **March 27, 2017**

TO: **Joseph A. Valentine, City Manager**

FROM: **Mark H. Clemence, Police Chief**

SUBJECT: **2017 Michigan Medical Marijuana Operation and Oversight Grant Sub recipient Agreement between Oakland County and the City of Birmingham**

The police department is a member of the Oakland County Sheriff's Office Narcotic Enforcement Team (NET) by an approved inter-local agreement between the City and Oakland County. In addition to Birmingham, there are fourteen other communities that are also members of NET by inter-local agreement.

In 2017, with the permission and cooperation of all fifteen member agencies, the Oakland County Sheriff's Office applied for and was awarded a grant through the Michigan Department of Licensing and Regulatory Affairs Bureau of Professional Licensing. Oakland County will reimburse the City up to $7,144.00 in fiscal year 2017 through the Michigan Medical Marijuana Operation and Oversight (MMOO) Grant Program. The grant award will allow partial funding for overtime reimbursement of NET investigators for marijuana investigations.

In order to receive funds from the grant, the City of Birmingham is required to enter into a sub recipient agreement with the Oakland County (see attached agreement). The purpose of the agreement is to delineate the relationship and responsibilities regarding the County's use of grant funds to reimburse municipalities for overtime incurred as it relates to participation in the Oakland County Narcotic Enforcement Team (NET).

The sub recipient agreement was reviewed and approved by Mr. Currier.

RESOLUTION:
To approve the 2017 Michigan Medical Marijuana Operation and Oversight Grant Sub recipient Agreement between and the City of Birmingham and Oakland County. Further, to authorize the Mayor and City Manager to sign the agreement on behalf of the City.

2017 MEDICAL MARIHUANA OPERATION AND OVERSIGHT GRANT SUBRECIPIENT AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF BIRMINGHAM

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Birmingham, 1551 Martin St, Birmingham, MI 48009, a Michigan Municipal Corporation ("Municipality").

PURPOSE OF AGREEMENT. The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") where the County is eligible to receive reimbursement for qualifying N.E.T.-related costs, including overtime.

The County intends to use a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS**. The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

   1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.

   1.2. **Grant** means the 2017 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2017 MMOG-OAKLAND (Exhibit A).

2. **EXHIBITS**. The Exhibits listed below are incorporated and are part of this Agreement.

   2.1. **Exhibit A** – 2017 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2017 MMOG-OAKLAND.

   2.2. **Exhibit B** – Request for MMOG Overtime Reimbursement (Locals to County).

2.3. **Exhibit C** – Sample Time Sheet.

2.4. **Exhibit D** – Sample Pay Stub/Payroll Report.

3. **COUNTY RESPONSIBILITIES.**

3.1. The County will reimburse the Municipality, up to **$7,144.00** total, for qualifying N.E.T.-related overtime, as described in the Grant agreement (Exhibit A). Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 4.2. Such reimbursement is also contingent upon the State reimbursing the County under the Grant agreement (Exhibit A).

4. **MUNICIPALITY'S RESPONSIBILITIES.**

4.1. The Municipality will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certification:

a. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Municipality shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

4.2. To request reimbursement, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than **September 8, 2017**. If the County, in its sole discretion, determines that the documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

a. A fully completed and signed "Request for MMOG Overtime Reimbursement (Locals to County)" (Exhibit B).

b. The overtime slips, signed by the officer's supervisor, that support each "Request for MMOG Overtime Reimbursement (Locals to County)" (Exhibit C).

c. The payroll report, with rates specified, that support each "Request for MMOG Overtime Reimbursement (Locals to County)" (Exhibit D).

4.3 If the State denies the County's request for reimbursement under the Grant agreement (Exhibit A) of any money that the County paid the Municipality under this Agreement, the Municipality will refund that money to the County within 45 days of receiving written notice from the County that the State denied reimbursement.

5. **TERM**.

5.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement and any amendments hereto shall end three (3) years from the date the Grant period is closed.

6. **ASSURANCES**.

6.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

6.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

6.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

7. **TERMINATION OF AGREEMENT**. Either Party may terminate this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination shall be clearly stated in the notice.

8. **NO THIRD PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

9. **DISCRIMINATION**. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

10. **PERMITS AND LICENSES**. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

11. **RESERVATION OF RIGHTS**. This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

12. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

13. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this

Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

14. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

15. **CAPTIONS**. The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

16. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

    16.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Business Manager, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

    16.2. If Notice is sent to the Political Subdivision, it shall be addressed to: **Chief of Police, City of Birmingham Police Department, 1551 Martin St, Birmingham, MI 48009**

    16.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

17. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

18. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

19. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Michael Gingell, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Printed Name:
Title:

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Printed Name:
Title:

WITNESSED: _____ DATE: _____
Printed Name:
Title:

EXHIBIT A

GRANT NO: 2017 MMOG OAKLAND

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
OAKLAND COUNTY SHERIFF'S OFFICE

GRANTEE/ADDRESS:

Michael Gingell
Grant Administrator
Oakland County Sheriff's Office
1200 N. Telegraph Road, Building 38E
Pontiac, Michigan 48341
Office Number: 248-858-1722
Fax Number: 248-858-1754

GRANT ADMINISTRATOR/ADDRESS:

Kerry Ryan Przybylo
Bureau of Professional Licensing
Department of Licensing and Regulatory Affairs
611 W. Ottawa Street
P.O. Box 30670
Lansing, Michigan 48909
Office number: 517-335-6145
Fax number: 517-241-7535
Email: przybylok@michigan.gov

GRANT PERIOD:

From January 1, 2017 to September 15, 2017

TOTAL AUTHORIZED BUDGET: $342,189.00

Federal Contribution: $
State Contribution: $342,189
Local Contribution: $
Other Contributions: $

ACCOUNTING DETAIL: Index/PCA No.: 68815/75029

GRANT

This is Grant #2017 MMOG OAKLAND between the Department of Licensing and Regulatory Affairs (Grantor), and Oakland County Sheriff's Office (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The Michigan Medical Marihuana Operation and Oversight Grant to County Law Enforcement Offices is provided for in The Michigan Medical Marihuana Act, MCL 333.26421 *et seq*. The purpose of the Grant is to provide funding to law enforcement agencies within each county to be used for education, communication and enforcement of the Michigan Medical Marihuana Act.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.

B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.

1.3 Payment Schedule

The maximum amount of grant assistance offered is $342,189. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Reports. The Grantee shall submit to the Grant Administrator 3 performance reports that briefly present the following information:

1. The percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.

2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.

3. A brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.

4. A statement concerning any significant deviation from previously agreed-upon Statement of Work.

The reports are due on April 1, 2017, July 1, 2017 and September 15, 2017. Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report form that is to be completed with each report submission.

C. A Final Report is required. The Grantee will do the following:

1. The Grantee shall submit 1 final electronic copy of the report to the Grant Administrator by September 15, 2017.

2. The final report will include the following information:

a. A summary of the project implementation plan and any deviations from the original project as proposed.

b. Accomplishments and problems experienced while carrying out the project activities.

c. Coordinated efforts with other organizations to complete the project.

d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.

e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.

f. Any experience in applying the project products and anticipated "next steps".

g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

3. The final report may be combined with the September 15, 2017 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit.

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees

shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3. General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Grantee must: (a) cease performance of the Grant Activities immediately, or (b) continue to perform the Grant Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases.

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

A. The Grantee certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

   The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding.

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Shelly Edgerton

Shelly Edgerton, Director
Department of Licensing and Regulatory Affairs
State of Michigan

Date 1/20/2017

Michael Gingell
Grant Administrator and Chairperson
Oakland County Board of Commissioners

Date

GRANT NO: 2017 MMOG OAKLAND

Revised 10/18/2016

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State of Michigan

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Date

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EXHIBIT A

Department of Licensing and Regulatory Affairs
Bureau of Professional Licensing

Medical Marihuana Operation and Oversight Grants for County Law Enforcement Offices

2017 Grant Application
Authority: Michigan Medical Marihuana Act
2008 IL 1, Section 6(l), MCL 333.26426

This application must be submitted electronically to Przybylok@michigan.gov
at the Bureau of Professional Licensing on or before January 1, 2017.

Section I: Grant Applicant Information

Applicant (Name of County Law Enforcement Office)

Oakland County Sheriff's Office

Federal ID #

38-6004876

Section II: Grant Administrator Information

Name Michael Spisz for

Michael Gingell

Address

1200 N Telegraph Rd, Pontiac

City	State	Zip Code
Pontiac	MI	48341

Area Code/Telephone Number	Email Address
248-858-4076	gingellm@oakgov.com

Section III: Description of Grant Program

Funds must be used for education, communication and enforcement of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430. On agency letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies, if applicable.
- Describe the impact will these funds have on the community and what you hope to accomplish.
- Explain how these funds will be combined with other funding to complete the project, if necessary
- Explain anticipated outcomes that will result from this grant.
- Submit a detailed budget showing how the requested funds will be expended.

Section IV: Certification

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Bureau of Professional Licensing, no later than September 15, 2017. If discretionary grants are awarded to a municipal law enforcement agency or agencies, I further agree to require the receiving municipal law enforcement agencies to provide reports on how the discretionary grants were spent and will include as attachments the municipal law enforcement agency reports to the county report. By signing below I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 902 of PA 268 of 2016.

Signature of County Grant Administrator (Original Signature Required) — Date: Dec 08, 2016

Vice Chairperson, Oakland County Board of Commissioners — Title

Medical Marihuana Operation and Oversight Grants for County Law Enforcement Offices: **Oakland County**

I. Overview

The Oakland County Narcotic Enforcement Team (NET) is a multijurisdictional task force which is designed to integrate federal and local law enforcement agencies for the purpose of identifying, investigating, and prosecuting drug traffickers and to dismantle their organizations. In 1971, participating law enforcement agencies in Oakland County agreed to organize and support, on an inter-agency level, a task force known as the Oakland County Narcotic Enforcement Team.

NET, currently under direction from the Oakland County Sheriff's Office, has officers from the Oakland County Prosecutor's Office, and 15 local police departments. The NET Advisory Board meets on a regular basis and helps set policy and direction to the NET task force. NET also assigned two Deputies to two different DEA task force groups as well. These groups bring local officers together to work with DEA agents.

II. Project

One of the goals and objectives of the NET Unit is to monitor compliance with the Michigan Medical Marihuana Act (MMMA). Investigators are tasked with educating patients and caregivers. The NET Unit is also responsible for investigating individuals who manufacture Butane Hash Oil (BHO). This process is extremely dangerous and has caused residential fires and explosions. NET investigators conduct 'knock and talk' investigations on marihuana grow operations across Oakland County. During these investigations, patients and caregivers are checked for compliance and educated as needed. NET investigators investigate Drug Trafficking Organizations (DTOs) who violate the Michigan Medical Marihuana Act as well.

NET investigates street level marihuana dealers, mid-level marihuana dealers and large-scale multistate DTOs who smuggle high quality marihuana from California, Colorado, and other states where marihuana has been legalized.

NET is currently devoting its resources to the investigation of Continuing Criminal Enterprises (CCEs). These investigations involve DTOs who operate a criminal enterprise under the guise of the MMMA. The DTOs use marihuana dispensaries/provisioning centers to operate criminal organizations, but are not entities that are in compliance with state and federal law.

III. Coordination with other agencies

Currently, NET works with all local police departments and is responsive to their direct needs. This enables NET to have stronger local ties and provides for better sharing of intelligence information. NET will continue with the operation of street level crews for undercover drug buys and investigations of street level marihuana dealers. NET operates a conspiracy team where intelligence gathered can be turned over for development of investigations and arrests to disrupt and dismantle marihuana DTOs.

The Oakland County Sheriff's Office will provide the Unit Commander, Deputies, and administrative positions. Additionally, the OCSO will also provide investigative buy funds, confidential informant payments, phones, pagers, vests, vehicles, and all other equipment and supplies needed. The local departments will provide their officer's salaries, fringe benefits, and other related costs.

NET will further develop a partnership between the Oakland County Sheriff's

Office, all local police departments, and federal agencies such as the FBI, DEA, and the IRS. The Oakland County Sheriff's Office will take the lead role in the NET Unit, but will follow the direction of the NET Advisory Board which consists of all departments and agencies that provide a full-time officer to NET. NET plans to utilize all resources available, by working closely with the specialized units of the local police departments such as their undercover teams, vice units, and detective bureaus. NET will develop cases and informants with these units to ensure great success. The Unit's partnership with the Oakland County Prosecutor's Office is vital to ensure that cases are developed and prosecuted to the fullest extent under the law. In addition, NET will work with the Deputies assigned to Road Patrol at the various substations to better understand and identify localized drug problems in each jurisdiction. NET's involvement and cooperation with the federal agencies, such as the FBI, DEA, ATF, IRS, and HIDTA, will increase under the OCSO leadership.

OCSO's Commitment to NET:

(1) Lieutenant - Unit Commander
(4) Sergeants -Team Leaders
(5) Deputies - Team Members

(1) Auditor
(1) Technical Assistant
(1) Property Room Technician
(1) Part-Time Office Assistant

The Oakland County Sheriff's Office also provides the NET office, utilities, office equipment, supplies, phones, pagers, computers, cell phones, undercover vehicles, 'buy' money, investigative expenses, and informant fees.

Additional full-time team members assigned from the following municipalities:

City of Auburn Hills- Auburn Hills Police Department
Bloomfield Township - Bloomfield Twp. Police Department
City of Birmingham - Birmingham Police Department
City of Farmington Hills - Farmington Hills Police Department
City of Farmington - Farmington Department of Public Safety
City of Ferndale - Ferndale Police Department
City of Hazel Park- Hazel Park Police Department
City of Madison Heights - Madison Heights Police Department
City of Pontiac - OCSO Pontiac Substation
City of Rochester Hills - OCSO Rochester Hills Substation
City of Rochester - Rochester Police Department
City of Royal Oak - Royal Oak Police Department
City of Southfield - Southfield Police Department
City of Troy - Troy Police Department
Waterford Township - Waterford Township Police Department
West Bloomfield Township - West Bloomfield Township Police Department
White Lake Township - White Lake Township Police Department

IV. Community Impact

Marihuana is the most commonly used illicit drug in the United States. There has been a dramatic increase across Oakland County in the number of people using marihuana. Nationwide, marihuana use has doubled from 2007 to 2013. After alcohol, marihuana has the highest rate of dependence and abuse among all drugs. Marihuana is considered a gateway drug and has been associated with the use of other illicit narcotics.

Marihuana is being smuggled, mailed, and transported into Oakland County from other states on a regular basis. The marihuana is being used and sold as 'medical marihuana', when in reality, the majority of the cases are not for medical purposes.

Marihuana dispensaries in the community have attracted DTOs that are operating under the guise of the MMMA. The dispensaries attract a criminal element in the community and put law abiding citizens at risk. As an example, last year NET investigated a DTO operating four marihuana dispensaries in Oakland and Wayne County. The investigation has revealed an incident involving two employees of the dispensaries who were shot by a rival DTO. One individual was murdered; the other shot several times, but survived. While some dispensaries may operate to serve patients and caregivers, the vast majority operate outside the confines of the MMMA and bring additional criminal activity into the community.

While marihuana laws in the state may be reformed in the future, it remains a Schedule I narcotic and those operating outside of the allowed MMMA act will continue to be a focus of criminal investigations.

V. Use Of Grant Funding

Overtime Reimbursement: Using the funds received from the grant, NET investigators would be allotted wage and overtime reimbursement which would allow for additional investigative hours. The funds would offset additional hours incurred from labor intensive marihuana investigations. Investigative, administrative, and prosecutorial aspects would be covered by these additional monies. Additionally, during marihuana investigations the cell phones of those involved in the criminal case are examined by the Oakland County Sheriff's Office Computer Crimes Unit. Due to the large number of phones that are examined for marihuana cases, the overtime hours would also be used for the completion of these exams which is a key component in all NET investigations. The overtime funds will be equally split between all agencies assigned to NET. (See above listed municipalities and Oakland County).

Surveillance Equipment: The Funds will also be used to purchase surveillance equipment that will be installed in a previously purchased van. During these complex investigations investigators are sometimes unable to access sensitive locations and the surveillance equipment would prove useful. Using the surveillance equipment during these complex investigations also reduces the need for personnel and greatly reduces overtime costs.

Helmets: The funds would also be used to purchase protective helmets to protect officers during high-risk marijuana investigations. It is very common to have guns present during these investigations. The helmets also protect investigators heads and face during searches were marijuana grows are present. In the past, investigators have struck their heads on low hanging lights and equipment normally used to grow marijuana.

VI. Anticipated Outcome

The NET Unit will use the additional funds to offset overtime cost and pay for personnel and equipment expenses associated with MMMA violations and marihuana related criminal investigations. Additional hours will allow for more illegal marihuana grow operations to be dismantled.

NET investigators will continue to monitor compliance with the MMMA. Investigators will continue to educate patients and caregivers, enforce criminal laws associated with the MMMA, and criminally prosecute those individuals that are not in compliance. Additionally, investigators will continue to conduct knock and talk investigations on marihuana grow operations across Oakland County. During these investigations, patients and caregivers will be checked for compliance and educated as needed. Additionally, NET will investigate individuals and/or DTOs) that are violating the MMMA.

EXHIBIT B

VII. Proposed Initiative Budget

Below is a funding request and proposed spending of the MMMA Grant funds. NET is requesting reimbursement overtime for county and local officers investigating cases involving the illegal distribution of marihuana, marihuana edibles and/or butane hash oil. Funding will also be used to purchase surveillance equipment that will be installed in a previously purchased van. The surveillance equipment would assist investigators with complex MMMA investigations. During these complex investigations, investigators are often unable to access sensitive locations and the surveillance equipment would prove useful. Using the surveillance equipment during these complex investigations also reduces the need for personnel and greatly reduces overtime costs. The grant would further be used to purchase protective Kevlar helmets to keep investigators safe while conducting high-risk operations. The helmets provide protection for the officers and also serve to clearly identify the investigators as law enforcement officers.

VIII. Detailed Spending of MMMA Grant Funds:

(27) **Investigators overtime** $171,459.00 (O.T. 27 investigators)
$6,350.00 per investigator
With 15 different agencies assigned to the NET task force, each having their own pay rate; an estimated rate of $49.50 per hour would provide approximately 128 hours of investigative overtime per investigator.

Surveillance Equipment $134,900.00 (Surveillance Equipment)
Surveillance equipment for van
(SEE ATTACHED ESTIMATE)

(30) **Sentry XP Helmets** $ 35,830.00 (30 Sentry Helmets)
30 x $1,194.00 per helmet
$10.00 for shipping
Protective Gear for investigators

Total Grant Request: $342,189.00

Crime Point

938 Verdulera St., Unit B
Camarillo CA 93010

Estimate

Date	Estimate #
4/14/2016	5653

Phone #	Fax #	E-mail	Web Site
(805) 484-9901	(805) 388-3374	info@crimepoint.net	www.crimepoint.net

Name / Address
Oakland County Sheriff's Office attn: Lt. Brent Miles 1200 N. Telegraph, Bldg 38E Pontiac, MI 48241

P.O. No.	Terms	FOB
	2% 10 Net 30	

Item	Description	Qty	Cost	Total
	SURVEILLANCE VEHICLE -- COVERT CARGO VAN PACKAGE B			
Surveillance Vehicle	Surveillance Vehicle equipment and installation Package B: 2016 Ford Transit or equivalent, standard length and mid-height roof, with IP COMPLETE® Surveillance Vehicle Technology as detailed in attached proposal. Includes one-way vehicle transportation. Options as noted below:	1	88,000.00	88,000.00T
HERMIT-FPFT-R6	HermitCam® FPFT front-facing IP camera with Urban Low Light, side window installation and camera mounts: side, rear, side	3	5,450.00	16,350.00T
PeripherEYE option	Peripheral awareness upgrade, including PeripherEYE® software and second camera integration	3	1,200.00	3,600.00T
Paint Can Covert Camera	Covert paint can IP camera with 360° continuous rotation, 36x optical zoom, Urban Low Light with advanced camera features.	1	4,600.00	4,600.00T
Perimeter System	Network perimeter security system: (4) b/w pinhole cameras, (2) microphones, (4) licenses for network video recorder, covert ladder rack	1	8,500.00	8,500.00T
PSS+2	Expanded perimeter security system with two additional network cameras.	1	1,200.00	1,200.00T
CP 12-3000	12v air conditioner. Includes 400 amp hour battery bank with Economy Mode™	1	8,400.00	8,400.00T
Heater	Heater 850 BTU	1	250.00	250.00T
Cables and connections	Auto eject power cord	1	650.00	650.00T
Encoder	Auxiliary input panel	1	650.00	650.00T

Prices quoted effective for 60 days.

Subtotal	
Sales Tax (0.0%)	
Total	

Signature _____

Crime Point

938 Verdulera St., Unit B
Camarillo CA 93010

Estimate

Date	Estimate #
4/14/2016	5653

Phone #	Fax #	E-mail	Web Site
(805) 484-9901	(805) 388-3374	info@crimepoint.net	www.crimepoint.net

Name / Address
Oakland County Sheriff's Office attn: Lt. Brent Miles 1200 N. Telegraph, Bldg 38E Pontiac, MI 48241

P.O. No.	Terms	FOB
	2% 10 Net 30	

Item	Description	Qty	Cost	Total
	Warranty:The specialized equipment shall be warranted to be free from defects in material or workmanship under normal use and service. All conversion work is warranted for a minimum of 24 months. Manufacturer's emergency technical support available 24/7.			

Prices quoted effective for 60 days.

Subtotal	$132,200.00
Sales Tax (0.0%)	$0.00
Total	$132,200.00

Signature _____

938 Verdulera St. Unit B • Camarillo, CA 93010 • 888/805 484-9901
fax 805 388-3374 • info@crimepoint.net • www.crimepoint.net

IP Complete®

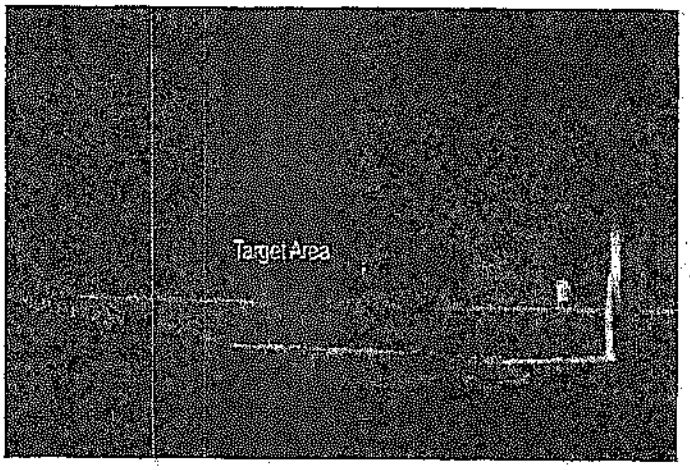
Surveillance Vehicle Technology

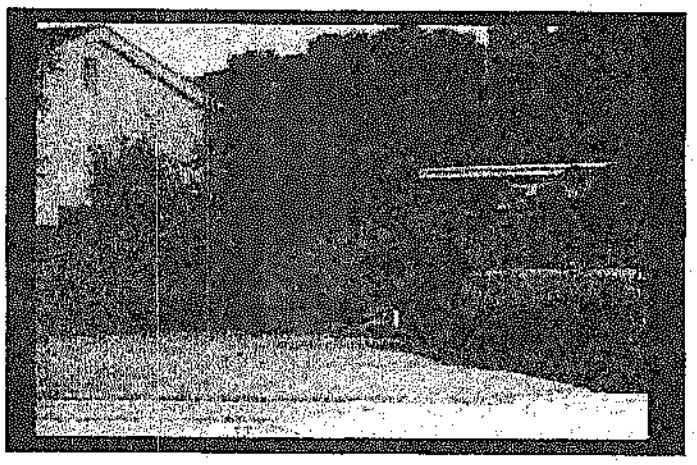
Crime Point's history of innovation and customer service began in 2000. Our surveillance vans have come with features years ahead of the competition for the last ten years; a trend continuing with the 2016 models. While most surveillance vehicle companies are integrators, combining security and off-the-shelf components, Crime Point has chosen to design and manufacture products specific to law enforcement. The results are the most efficient vans with the best return on investment for our customers. New for 2016 is a completely molded interior for a clean, easier to maintain environment; separated surveillance crew compartment with increased environmental efficiency and comfort; serviceable equipment area.

History of Innovation

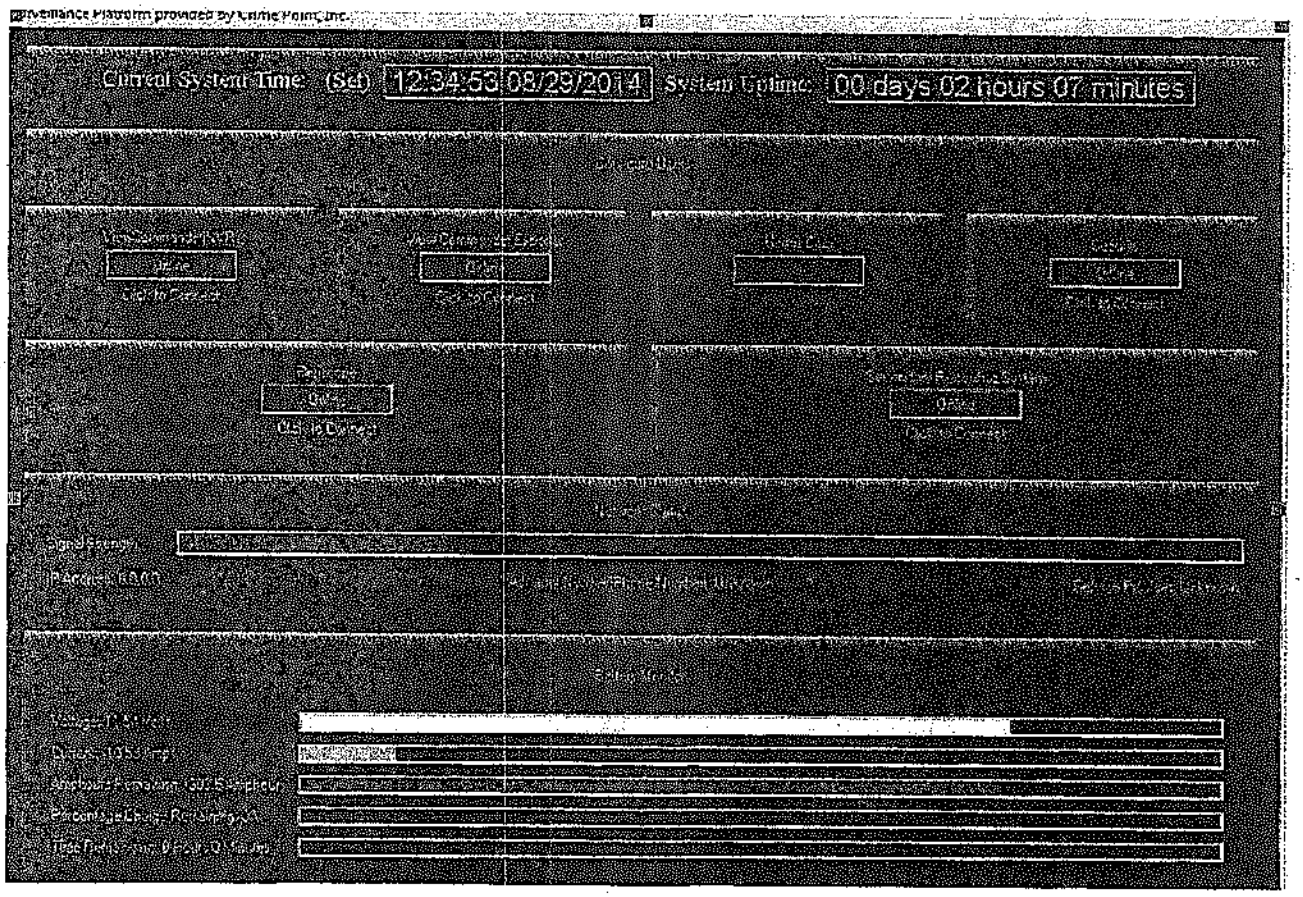
- **2005:**
  - 1st generation 12 volt air conditioner (more efficient than systems requiring a 110-volt inverter)
  - Non-line-of-sight remote control – single radio bi-directional encrypted digital radio (most vans, if remotely controlled, required line-of-sight and microwave with control on different frequency ranges resulting in either control or video monitoring, but not both.)
- **2006:**
  - Integrated 3G remote monitoring and camera control
  - Motorized track option
- **2007:**
  - IP Periscope Conversion kit to control periscopes through the Internet (introduced NATIA)
- **2008:**
  - SUV/Minivan removable console
  - 2nd Generation 3000 BTU 12 volt air conditioner
- **2009:**
  - 1st Generation virtual Front Pivot/Front Tilt Hermit Cam (smaller window portal for concealment)
  - Introduced Flex™ series of Network Video Recorders
- **2010:**
  - Self-contained Grab and Go™ surveillance briefcase – alternative to built in workstations and ideal for upgrades
- **2011:**
  - Simplified QuickGlance™ control dashboard for system management and control
- **2012:**
  - IP Audio control system
- **2013:**
  - Economy Power™ to combine battery banks and increase operating time when vehicle used as drop system
- **2014:**
  - Remote power monitoring
  - Advanced Urban Low Light: True low light capability and light control in urban settings
- **2015:**
  - Divided operator/electronics compartments with molded interiors

Urban Low Light: HermitCam® engineered for easy operator control in challenging lighting conditions.





Software: Enhanced Quick Glance™ dashboard specifically for surveillance vans includes the ability to monitor power sources during operations from inside the van or anywhere in the world, including the ability to combine surveillance and environmental battery banks for longer operations.



- Local and remote real time status/monitoring
- Displays Battery Status/Voltage
- Displays Modem Status, WAN IP Address, Signal Strength
- Displays System Uptime
- Displays Remaining Hard Drive space for installed Hard Drives
- Enables TLS encryption for ALL HTTP traffic to and from system
- Enables various password transmission methods for all HTTP traffic
- Provides Single Portal for User Password and Access Management
- Includes Operator Help function to Quickly train new operators on system functions
- Accessible via all major Web Browsers
- Recording software, camera(s), WAN IP address, voltage, system uptime, single page user access panel. System to include operator "help" function for component use and explanation, accessible through most widely used web browsers.

Engineering and production expertise: When technical support is needed Crime Point has the answers in the office. We either manufacture the hardware and software, or fully understand and have access to the source for quick, timely answers. We carefully choose our integrated products based not only on their promises, but on their ability to provide us with solutions when problems arise. Our technical support is 24 hours; we work when you do.

Product Support: Crime Point Systems are designed with reliability and ease of use in mind. Lighted fault indicators assist our highly skilled, 24 hour, technical support team with quick diagnostics, allowing officers to resume critical operations as soon as possible. The technical support staff is regularly engaged with the in-house engineering staff to ensure product support issues are addressed quickly and thoroughly.

Oakland County Sheriff's Office

2016 Cargo Van Surveillance Platform

Covert Ford Transit (Full Size) Contractor Van

Standard installation:

Operational Area Modification: All modifications and related accessories shall be installed to the highest commercial standards and in accordance with applicable U.S. federal regulations in effect at the time of manufacture. Upon completion of all modifications, the vehicle shall be certified to be in compliance with all FMVSS as prescribed by Title 49 DFR Part 567 for Crime Point supplied vehicles.

	Item	Benefit
1	Crew Compartment: PVC Molded and insulated walls and ceiling with recessed lighting. Floor: ¾" plywood with support stringers and panel insulation between stringers. Floor covered with industrial flooring with the following specifications: Ribbed, non-slip pattern • .07" base thickness • Fire retardant PVC construction • Meets following safety standards or regulations o Federal Safety Standard #302 o GM9070P flammability test DNI (does not ignite or support combustion during or after ignition) o Ford specification BO-116-03 (interior vehicle applications) o Asbestos and lead free o Hardness Shore A 81 (+/- 3) ASTM D-2440 o Brittle Point, -35°C ASTM D-746	• Newly designed compartment is a clean, energy efficient design with a dedicated crew area prioritized to reduce operator fatigue and distractions. • Separates the heat generating equipment from the crew (on cold days warm air from the rear can be cycled to the crew compartment for
2	Electronics Compartment: Electronics located in rear compartment,	

	accessible on wall mount plate or vertical rack mount for easy service. Floor : ¾" plywood with support stringers and panel insulation between stringers, non-skid surface	further efficiency), isolates an area of the vehicle which in previous designs was unusable and wasted environmental agency, and mounts electronics in user friendly, serviceable areas. • PVC molded interiors wipe clean, reducing dust/germs
3	Front Surveillance Compartment Partition: Aluminum framed insulated partition with easy glide sliding doors, light tight one behind the front seats.	
4	Equipment Compartment (Center) Partition: Aluminum framed insulated partition with easy glide sliding doors, light tight separating front and rear compartments.	
5	Doors: The surveillance cabin doors shall be insulated where possible and covered by molded door panels	
6	Camera connection panels: Camera connection panels with power and network jacks shall be located at all surveillance compartment windows.	
7	Workstation: Fold out Keyboard / Mouse platform for each seat	Industry standard (not proprietary) connections are used throughout the van. Standard size DC Barrel jacks and RJ45 connections, allowing many products to be integrated as they become available
8	Seating: (2) forward facing adjustable seats with monitors on opposite walls.	By removing the workstation from the confined operating area, operator comfort is increased, fatigue is reduced. Seats manufactured in the United States and selected specifically for comfortable, extended seating.
9	Electrical: Installed components shall be capable of native 12 volt operation including all surveillance and environmental components (monitors and optional projector excluded)	Native 12 volt systems are more efficient than systems powered by an inverter, resulting

		in longer operating times.
10	Electrical Power Monitoring: Due to size and weight limitations, the status of the battery is vital information which should be readily accessible to the operator in the vehicle, as well as remote operators who may have deployed the system and are monitoring it remotely. The battery status to include voltage and power draw shall be accessible via digital readout and through the network.	The ability to monitor battery condition from inside or outside the vehicle provides a needed reference to the remaining time available for an operation. With the optional environmental bank, batteries can be combined to extend on operation.
11	DC Power Distribution: DC power distribution, management, monitoring, and fault indication from visual inspection, monitors in the van, or through any network connection through IP Quick Glance software including voltage status and low battery warning. o DC outlets o Lights o Environmental o Ventilation o Radio (agency supplied) o Spare • Each component shall be individually fused • All fuses shall be mounted in a single location • Each fuse shall have an LED fault indicator	System groups controlled through either a simple pushbutton panel, or through network page, allowing the choice from within the van, or complete control and support from any network connection. Illuminated fuse holder in "fault" condition support troubleshooting efforts
12	All wiring DC surveillance circuit wiring shall be routed through wire channels where practical to allow replacement and upgrade without removal of walls or covers	Serviceable channels allow for future wiring upgrades.
13	Lighting: General cabin lighting: • (3) red and (3) white energy efficient LED lights shall be installed in the ceiling. The lights shall have dedicated, recessed mounting boxes with wiring run through small conduit to allow service of wires should that ever become necessary • (2) workstation lights	
14	Ventilation: Surveillance Crew area: Fresh air ventilation system, inaudible from the outside. Electronics Area: Temperature controlled ventilation of electronics compartment area	

15	Batteries: 400 AGM amp hour battery bank, expandable to 800 amp hours (see air conditioner under options). The system shall be capable of a minimum 8 hours continuous operation with both monitors, the network video recorder(s), and camera(s), and associated equipment operating when the batteries are fully charged.	
16	Battery Charging: A minimum 70 amp hour smart battery charger installed for both the surveillance and air conditioning battery bank, and per manufacturers specifications be operable from a single 120 volt/20 amp outlet	Standard wall outlets are generally 20 amp circuits. The battery charger is limited to the capabilities of the wall outlet, and is upgradable after consultation with building maintenance.
17	**Surveillance System:** The surveillance system shall have a primary and backup network video recorder to manage all recording and system functions. Includes installation of agency-supplied body wire receiver.	
18	Monitors: (2) minimum High Resolution flat screen display monitors Wide Viewing Angle High Contrast Ratio and Brightness	
19	Modem: Ruggedized 3G/4G cellular modem	Internet capabilities. Agency data service required.
20	Primary Network and backup Video Recorder: • MJPEG network video recorder • Quick Glance software • Customized hardened operating system • 500 GB (optional 1TB) internal hard drive • Minimum 3Ghz Dual Core processor Minimum 2GB ram (expandable to 16GB) • Home page with integrated system selection • 12 volt • Standardized camera control • Fault Management alerts users to potential problems immediately • Crime Point "Enhanced Export" function with video/audio export crossover • "Easy Default Button"	The "Quick Glance" software provides comprehensive system status and information on a single screen, with shortcuts to network components. All cameras are controlled through a similar web page, reducing user workload and confusion. Crime Point "Enhanced Export" software makes it easier than ever for users to export and store video containing crucial

		evidence. "Easy Default Button" allows users to easily reset camera and/or Recording software to default settings to restore operational status after user errors
	Surveillance System Options	
21	Medium height roof option (recommended with FPFT only camera option)	Extended height offers more graphics options and raises the FPFT camera over most vehicles.
22	High roof option	Extended height offers more graphics options and raises the FPFT camera over most vehicles.
23	HermitCam® FPFT camera with rear door camera station. Camera portal no larger than 2x3" allowing a full 70° pan range.	Advanced Urban Low Light
24	Additional camera station (two recommended with FPFT-only camera option. One on each side of raised-height towards rear of vehicle. Includes video portal.)	Periscope cameras are good for long distance, but are not useable for close surveillance. The small portals (with graphics for concealment) provide a wider field of view than periscope cameras, and can be used in place of periscope cameras with raised roof options.
25	Additional FPFT HermitCams (two recommended with FPFT-only camera option.)	Pre-mounted cameras on rear/sides eliminate need for operator(s) to manually position cameras to new windows.
26	PeripherEye® option to HermitCam®	Increases situational awareness while providing complete perspective and

		detail of target area.
27	Covert Paint Can HermitCam® 360° for front seat	
28	Roof-mount covert camera (IP periscope or equivalent)	IP periscope or compact alternative. 360° pan. Network control of all functions.
29	Perimeter Monitoring system: Roof Ladder Rack: An IP Complete® Ladder Rack or similar in appearance to commercial systems (mid-height package precludes ladder rack): • (4) supports attached to the roof/sidewall joint of the van • (2) 1" square aluminum crossbars • A 6" PVC pipe shall be centered and mounted on the crossbars (2) weather resistant microphones shall be installed to monitor the immediately surrounding area Primary power distribution in the module must be with dedicated PCB board technology to reduce wiring and potential for failure from road shock and vibration • Minimum 4 perimeter cameras, minimum color/black and white, shall be mounted in the rack supports The cameras shall be installed on a machined bracket that allows adjustment with a standard flat blade screwdriver for left/right and up/down adjustment The camera bracket shall be constructed from aluminum, and designed to prevent camera dislocation caused by road shock and vibration The cameras shall be minimum .05 lux in black/white mode Fan mounted with each camera directed to blow air towards the lens when there is condensation 2 Microphones shall be mounted on opposing ladder supports for monitoring the exterior of the van Functional Ladder: One (1) 16' 2 piece, fiberglass, extension ladder shall be added to the driver's side of the ladder rack. The ladder rack shall be secured on the driver's side with a purpose designed commercially available lock and weatherproof padlock.	Covert ladder rack system not suitable for mid- to high-roof models. Modified perimeter security system to include concealed (4) b/w pinhole cameras, (2) microphones, (4) licenses for network video recorder.
30	Additional (2) Perimeter cameras mounted concealed in (2) additional ladder rack supports	Provides near continuous 360° perimeter monitoring
31	Air conditioner: Air conditioning shall meet the following specifications: • Native 12 volt power • Minimum 3000 BTU • Additional 400 amp hour AGM battery bank with operator selectable battery bank combiner to extend operations where air conditioner is not being used.	Battery combiner allows surveillance and environmental battery bank to be combined to extend operations. Separate "smart"

	• Capable of 6 hours continuous operation (no thermostatically controlled or intermittent operation required to achieve operating time) • R134	battery combiner to monitor battery bank charging from shore power or alternator. Combines battery banks and powers only components required for autonomous operation to increase battery operating time to in excess of 4 days.
32	Windows: (Optional) Factory option rear door windows. An acrylic insert shall be installed on the rear windows to allow full view of the window area by the window mount PTZ camera (separate option) in black/white during daylight conditions and in evening conditions when there is sufficient light is available in the observed area. For color or extreme low light a small removable portal will be installed that allows use of the PTZ camera through the standard van window. A cloth cover will be provided to cover the back of the camera when being used through the portal.	When lighting conditions allow, an optional PTZ camera can be mounted at the rear window. By not using a large camera "portal" which can be easily silhouetted, the camera is less likely to be observed.
33	Optional Auxiliary Input Panel: 1 auxiliary input panel for external audio and video	Allows use of existing analog camera in agency inventory
34	Heated Surveillance Crew Seats	
35	Heater: 850 BTU electric heater	Uses environmental Battery Bank during cold season
36	Auto Eject Shore Power Cord	Automatically ejects charging cord when engine is turned on
37	Battery Charger Upgrades to 30 amp circuit or multiple battery chargers. Requires consultation with building maintenance prior to order	Reduces overall charge time from approximately 12 hours
38	Custom graphics	
	Safety Features	
39	Safety: Environmental Monitoring: A carbon monoxide detector Fire Extinguisher	

40	Security System	Dealer installed anti-theft system
41	Training: Training shall include 1 day of training at agency location within 30 days of delivery, with remote web training available as needed after delivery during the warranty period.	
42	Delivery: The vehicle shall be delivered by car carrier or agency-supplied transport.	Crime Point does not contract critical transportation services through brokers, but directly with an insured carrier specializing in high-security vehicle delivery: enclosed with door-to-door service (no open carrier or vehicle transfer between trucks) and on-line tracking.
43	Warranty: The specialized equipment shall be warranted to be free from defects in material or workmanship under normal use and service. All conversion work is warranted for a minimum of 24 months.	

Documentation: The following documentation shall be supplied at time of delivery:

- One set of component manuals and warranty cards
- One set of interior drawings
- One wiring ledger
- Network information for all installed components