



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON  
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL [sheriffinfo@ewashtenaw.org](mailto:sheriffinfo@ewashtenaw.org)

MARK A. PTASZEK  
UNDERSHERIFF

August 30, 2023

50817.1 amendment  
V# 5563

OD Security North America  
John Shannon  
416 Island Park Drive  
Daniel Island, SC 29492

Dear Mr. Shannon,

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and OD Security North America dated September 1, 2018, as follows:

**Amend ARTICLE I – Scope of Services to extend the contract as follows:**

To include the provisions of the extended full manufacturer’s warranty from September 1, 2023, to December 31, 2027, at a cost of \$34,500.00 (see attached)

To include the provisions of the operator interface software licensing for fingerprint and tablet operator interface modules on the Agency’s SORTER RS for an annual renewal fee of \$4,200.00 (see attached)

**Amend ARTICLE II – Compensation**

To include an additional amount not to exceed \$55,500.00 (Fifty-five thousand five hundred dollars and zero cents) pricing detailed as follows:

Extended full warranty \$34,500.00 and annual software license \$4,200.00 for five years for a total of \$21,000.00.

**Amend ARTICLE IV- Term**

“This contract shall be in full force and effect for the term 52 months commencing, September 1, 2023, terminating on December 31, 2027.”

All other terms and conditions remain the same as in the original contract, subsequent amendments and any applicable RFP/RFQ.

ATTEST:

10/24/2023

Lawrence Kestenbaum  
County Clerk/Register

(DATE)

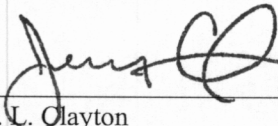
WASHTENAW COUNTY

10/23/2023

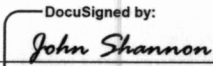
Gregory Dill  
County Administrator

(DATE)

APPROVED FOR CONTENT:

  
\_\_\_\_\_  
Jerry L. Clayton (DATE) 10/17/23  
Sheriff

CONTRACTOR

Accepted by   
\_\_\_\_\_  
John Shannon 150C78ACE2DA474... (DATE)  
OD Security North America 10/13/2023

Original: Clerk  
Vendor  
cc: Sheriff's Office  
Purchasing

CLS0817.1

pricing



Mariann J. LeBlanc  
Washtenaw County Sheriff's Office  
Business Services  
2201 Hogback Road  
Ann Arbor  
MI 48105

October 12th 2023

Mariann

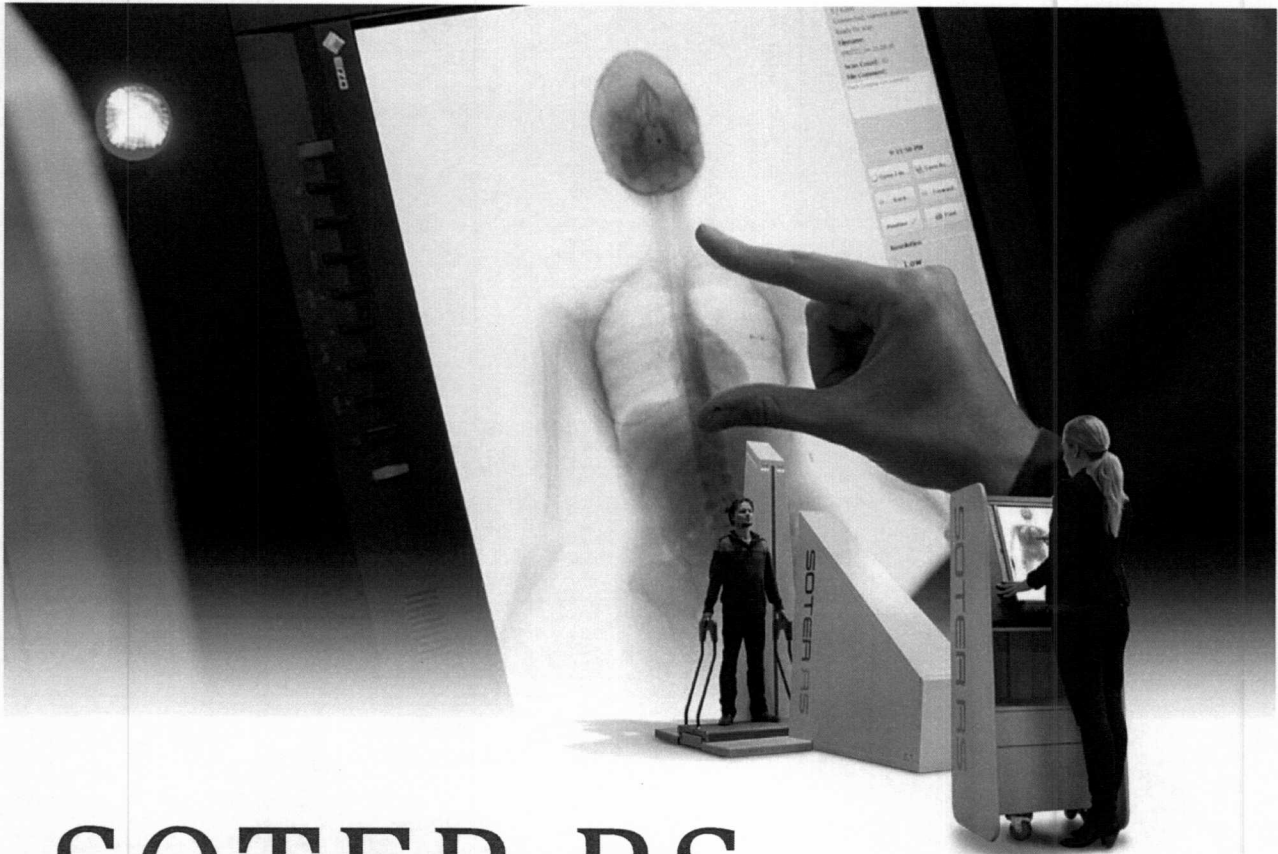
As confirmed by email, the quoted pricing for your Annual Software License Renewal (\$4,200) and Extended Warranty (\$34,500) is fixed for the period to 12/31/27.

Thanks

Yours sincerely

DocuSigned by:  
*John Shannon*  
150C78ACE2DA474...

**John Shannon**  
**Founder and President**  
**OD Security North America**



# SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

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*Washtenaw County Sheriff's Office,  
Michigan*  
**Extended Warranty Renewal**

PREPARED BY



**John Shannon**  
**OD Security North America**  
416 Island Park Drive,  
Daniel Island, SC 29492

PROPOSAL DATE

October 5th, 2023

## Commercial Proposal

**Provision of Extended Full Manufacturer's Warranty  
September 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2027**

**Cost \$34,500 ✓**

### **Extended Warranty Terms – Washtenaw County, MI**

**(a) PRODUCT WARRANTY - TERM.** ODSNA warrants only to Customer for a period of 3 years and 4 months from the date of new warranty term that the Equipment manufactured by it shall be free from defects in material and workmanship under normal use and service and fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. ODSNA's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect, which is reported to ODSNA during the warranty period, and which ODSNA determines in the exercise of reasonable judgment impairs the ordinary use of the Equipment. ODSNA's warranties and its obligation hereunder shall terminate without notice to Customer if Equipment is subjected to misuse or alteration or is repaired by other than an ODSNA representative which, within ODSNA's judgment alone, shall result in an adverse effect, including effects upon performance or reliability, upon the Equipment.

**(b) WARRANTY SERVICE.** Warranty service shall only apply to replacement of Warranty parts (See exclusions in subsection (d)). When Customer calls for warranty service prior to twelve-noon, ODSNA will attempt to reply to such service requests within the normal work-day. No charges will be made to Customer for completion of such work. When Customer calls after twelve noon and demands same day service, such service will be rendered, if possible within normal working hours. If it is not possible to accomplish such work within normal working hours, then such service will be rendered the following day.

Extended Warranty Services includes –

Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk  
Technical/Engineering Support (MI based Technicians)  
Annual re-calibration and Annual State Certification  
Bi-annual preventative maintenance and annual recalibration  
All SOTER RS operating software updates through-out term of contract

**(c) CUSTOMER RESPONSIBILITIES.** ODSNA's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user (i) maintains the site and environment (including temperature and humidity control), incoming power quality, and fire protection in a condition suitable for operation of the Equipment. (ii) notifies ODSNA as soon as

any unusual operating peculiarity appears; (iii) operates the Equipment in a safe and competent manner in strict compliance with established safety operating procedures; (iv) regularly and properly services and maintains the Equipment. It is the responsibility of the Customer to verify upon delivery and installation of the equipment its specifications and affirm the equipment received, installed and put to use is as stated in Quotation/order. Acceptance by Customer of equipment at first use absolves ODSNA of any breach of contract or tort action on said equipment.

**(d) LIMITATION OF LIABILITY - EXCLUSION OF IMPLIED WARRANTIES.** THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ODSNA WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. ODSNA NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. This warranty we provide does not apply to defects or performance deficiencies arising from (1) accident, (2) abuse, (3) misuse, (4) operation of your Equipment outside of its environmental electrical, or performance specifications, conditions, capabilities or standards, (5) power fluctuations or failure, (6) vandalism or any other damage or unauthorized alteration of your Equipment or its operating software, (7) its use in combination with incompatible products, (8) fires, floods and other natural causes, (9) damage or any other impairment of your Equipment resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service or use or maintenance or service by any party other than other by us or our authorized representatives, (10) parts or accessories not provided by us or, (11) any acts, omissions, causes or events beyond our control.

**(e) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE.** In no event shall ODSNA be liable, by reason of any breach of contract or warranty or of any act or omission on its part related to the Equipment, for prospective, consequential or special damages, economic loss, or damages resulting from loss of use of the Equipment.

**Accepted on behalf of Washtenaw County Sheriff's Office**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Name and Position**