



Crime Control and
Prevention District
Board of Directors
Agenda Packet

January 5, 2023
6:15 P.M.

**CROWLEY CRIME CONTROL AND PREVENTION
DISTRICT BOARD OF DIRECTORS
Meeting
January 5, 2023
6:15 P.M.**

ATTENDANCE SHEET

Johnny Shotwell, Member _____

Billy P. Davis, Member _____

Jesse Johnson, President _____

Jerry Beck, Vice President _____

Jim Hirth, Member _____

Jimmy McDonald, Member _____

Scott Gilbreath, Member _____

Staff:

Robert Loftin, City Manager _____

Kit Long, Police Chief, Staff Liaison _____

Lori Watson, Treasurer _____

Carol Konhauser, Board Secretary _____



**AGENDA
CROWLEY CRIME CONTROL AND
PREVENTION DISTRICT
JANUARY 5, 2023
REGULAR SESSION - 6:15 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76036**

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

REGULAR CALLED MEETING – January 5, 2023- 6:15 P.M.

I. CALL TO ORDER / ROLL CALL

II. BUSINESS

1. Discuss and consider approval of the minutes of the Crime Control and Prevention District Board of Directors meeting held on December 1, 2022.
2. Discuss and consider Budget Amendment #2 for FY 2022-2023 Crime Control and Prevention District, and consider and approve the structural analysis of the Radio Tower and FCC License.

III. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the January 5, 2023 meeting of the governing body of the Crowley Crime Control and Prevention District is a true and correct copy posted on _____, 2022 at _____ am/ pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

Carol C. Konhauser, Secretary, Crime Control and Prevention District

THE EDC AND CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
 2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
- The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.

NOTICE: A quorum of the City Council and Economic Development Board of Directors will be present at this meeting; however neither Board will take action on any items on this posted agenda.



Crowley Crime Control and Prevention District

AGENDA REPORT

Meeting Date: January 5, 2023

Agenda Item: II-1

Staff Contact: Carol Konhauser, Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X4000

SUBJECT: Discuss and consider approval of the minutes of the Crime Control and Prevention District Board of Directors meeting held on December 1, 2022.

BACKGROUND/DISCUSSION

Consider approval of CCPD minutes.

FINANCIAL IMPACT

None.

RECOMMENDATION

Board of Directors consideration is respectfully requested.

MINUTES OF THE CRIME CONTROL AND PREVENTION DISTRICT, REGULAR SESSION HELD on DECEMBER 1, 2022. The Board of Directors (the “Board”) of the Crowley Crime Control and Prevention District convened in Regular Session at 6:00 p.m., in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas

Present were: Member Johnny Shotwell
 Member Billy Davis
 Member Jesse Johnson
 Member Jim Hirth
 Member Scott Gilbreath
 Member Jimmy McDonald
 Member Jerry Beck

Staff Included: City Manager Robert Loftin
 Deputy City Manager/Finance Dir Lori Watson
 Police Chief Kit Long

Absent: None

CALL TO ORDER/ ROLL CALL

President Jesse Johnson called the Regular Session to order at 6:00 p.m. Secretary Carol Konhauser called roll and noted a quorum was present.

BUSINESS

- 1. Discuss and consider approval of the minutes of the Crime Control and Prevention District Board of Directors meeting held on June 2, 2022.**

Member Jim Hirth made the motion to approve the minutes as presented, second by Member Billy Davis; the Board voted unanimously to approve the minutes as presented. Motion carried 7-0.

- 2. Discuss and consider Budget Amendment #1 for FY 2022-23 Crime Control and Prevention District in the amount of \$179,320.**

Member Billy Davis made the motion to approve Budget Amendment #1 for the Crime Control and Prevention District FY2022-2023, second by Member Jimmy McDonald, the Board voted unanimously to approve motion as presented. Motion carried 7-0.

As there was no further business, President Jesse Johnson adjourned the meeting at 6:04 p.m.

ATTEST:

Jesse Johnson, President

Carol Konhauser, Board Secretary



Crowley Crime Control and Prevention District

AGENDA REPORT

Meeting Date: January 5, 2023

Agenda Item: II-2

Staff Contact: Kit Long

E-mail: klong@ci.crowley.tx.us

Phone: 817-297-2276

SUBJECT: Discuss and consider Budget Amendment #2 for FY 2022-2023 Crime Control and Prevention District, and consider and approve the structural analysis of the Radio Tower and FCC License.

BACKGROUND/DISCUSSION

The current radio system and tower are at the end of life. The entire system needs to be updated to a new system that allows communication for the safety of all public safety employees. To begin the process, the tower structure has to be evaluated, and the FCC license must be acquired.

FINANCIAL IMPACT

The total cost for both is \$15,510.00. The tower evaluation is \$9,950.00, and the FCC License is \$5,560.00. Costs have been rounded.

RECOMMENDATION

Staff respectfully requests approval of the budget amendment.

ATTACHMENTS

- Crime Control & Prevention District 2022-23 Amended Budget
- Crime Control & Prevention District 2022-23 Budget Amendment #2
- MCA quote for the structural analysis of the radio tower
- MCA quote for the FCC License Service



Mobile Communications America

Crowley PD

Tower Structural Analysis

12/21/2022

Data Restrictions

This proposal is considered Mobile Communications America confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only and is not to be disclosed publicly or in any manner to anyone other than those employed by Crowley PD required to evaluate this proposal without the express permission of Mobile Communications America.

Nikki McDaniel
Crowley PD

12/21/2022

Nikki McDaniel,

Mobile Communications America is pleased to present this proposal for the implementation of a Tower Structural Analysis on the self-supporting tower next to the PD building. This proposal has been developed from information gathered from our site walk and the plans provided by you. This price proposal is valid for 90 days.

Crowley PD faces several challenges with the current communications. To meet these challenges, Crowley PD has identified its most pressing needs as follows:

- Crowley PD requires a structural analysis on their existing tower before any updates to the communications system can be performed.

Thank You,

Mobile Communications America

Please call us with any questions you may have regarding this proposal

Jonathan Castilaw
Account Representative
(469) 263-5292

Table of Contents

System Description	Error! Bookmark not defined.
Mobile Communications America Statement of Work.....	1
Mobile Communications America Responsibilities.....	1
General.....	1
Site Specific	2
Crowley PD Responsibilities	3
Assumptions.....	4
Parts and Labor	5
Payment terms and conditions	5
System Acceptance Document	6
System Warranty.....	7
MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS	8

Mobile Communications America Statement of Work Tower Structural Analysis

Mobile Communications America Responsibilities

General

1. Assign a Project Manager who will remain as the single point of contact throughout the project. The PM will coordinate the installation start date and conduct a project kick off meeting with Crowley PD.
2. All work and tasks required to install the products accordance with the manufacturers' recommendations during installation.
3. Administer safe work procedures for installation.
4. Ensure the proper disposal of all debris generated from installation.
5. Schedule the implementation in agreement with Crowley PD.
6. Coordinate the activities of all Mobile Communications America subcontractors under this contract.
7. All work will be performed during normal working hours (Monday through Friday, 8AM to 5PM).
8. Mobile Communications America will use the Motorola R56 Manual, Standards and Guidelines for Communication Sites as its installation guide in all situations where the customer specifications and local codes do not apply. These guidelines will be adhered to as closely as possible as allowed by the existing sites and equipment. The R56 Manual is available for review upon request. This quotation does not include bringing existing equipment and sites up to R56 standards unless specifically outlined.
9. All grounding wire, stainless steel bolts, lugs, and other small grounding hardware will be supplied by Mobile Communications America.
10. Any work that is required to complete this project not specifically described in this statement of work will be considered above the scope of this proposal and subject to re-quotation.
11. Perform testing of equipment.

Site Specific

Perform all testing to provide a complete Tower only Structural Analysis. The customer does not have the original engineering from the tower manufacturer, the tower company will map the entire tower. This will include face sizes, angle sizes, splice bolts, anchor bolts etc., along with the location of each antenna, coax, and associated hardware. The tower company is recreating the engineering of the tower. Once the tower crew has the information they need, they will send it off to an engineer, he will run the analysis and assign their stamp of approval. The final report will tell the customer what passes and what fails on the tower structure. The engineer may put in disclaimers for unknowns such as tower foundation. The engineer will be using the latest EIA222H standard for tower structures.

Crowley PD Responsibilities

1. Provide all authorizations to perform the installation services.
2. Provide site access and escort as required, in a timely manner during normal work hours.
3. Provide adequate space for equipment to be installed.
4. Provide primary electrical power at the site.
5. Provide all roof penetrations required by the project.
6. Provide connectivity and connections at the equipment locations.
7. Provide Point of Contact to monitor and answer questions related to project.
8. Sign "Installation Completion Form" upon satisfactory completion of project.
9. Provide all buildings, equipment shelters, and towers required for system installation.
10. Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
11. Obtain all licensing, site access, or permitting required for project implementation.
12. Obtain frequencies for project as required. Provide required system interconnections The three channels must be within 1MHz of each other.
13. Provide any specialized cable management systems required by the project.
14. Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
15. Coordinate the activities of all Crowley PD vendors or other contractors.
16. Provide all fire stops and fireproof sleeves.

Assumptions

Mobile Communications America has developed a comprehensive engineered solution contained within this proposal with the best intentions of satisfying the needs of Crowley PD. Certain assumptions were made for Mobile Communications America to design this system. The following is a list of site requirements and design assumptions for the system.

1. All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
2. All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
3. All existing towers will have adequate space and size to support the antenna network requirements of the system described.
4. Any site/location upgrades or modifications are the responsibility of the customer.
5. Any tower stress analysis or tower upgrade requirements are the responsibility of Crowley PD.
6. Approved local, State, Federal third party permits as may be required for the installation and operation of the proposed equipment are the responsibility of Crowley PD.
7. Any required system interconnections not specifically outlined here will be provided by Crowley PD. These may include dedicated phone circuits, microwave links, Ethernet or other types of connectivity.

Parts and Labor

Description	Cost
Structural Analysis of Tower Only	\$9,923.08

Payment terms and conditions

Mobile Communications America Inc. will submit invoices to Crowley PD according to the Payment Schedule below. Crowley PD will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. Sales Tax and shipping not included.

50% Due upon receipt of order
40% Due upon "Cold Install"
10% Due upon Final System Acceptance

System Acceptance Document

Crowley PD approves and accepts the Tower Structural Analysis as implemented in its present form. The System Acceptance Test Plan has been successfully completed and Crowley PD has commenced beneficial use of the system.

Crowley PD
Representative

Mobile Communications America
Representative

Signature

Signature

Name (Print)

Name (Print)

Position

Position

Date

Date

System Warranty

All manufacturer warranties apply. New equipment provided by MCA features a full one-year parts and labor warranty from the factory. MCA's on-site warranty service is offered for 90 days after system acceptance. Copies of the manufacture warranties are available upon request.

Service agreement on equipment can be written to cover all infrastructures on a 24 x 7 basis. If Crowley PD so chooses after the warranty period has expired, a maintenance agreement could be developed to cover malfunctions, electronic components, and failure. Negligence, abuse and Acts of God are not covered under a service agreement.

Mobile Communications America will provide Service on the equipment with parts support from the factory. MCA's maintenance during the warranty period is performed between the hours of 8AM and 5PM Monday through Friday

What the Warranty Does Not Cover

- Defects or damage resulting from use of the Product in other than its normal and customary manner.
- Defects or damage from misuse, accidents, water, or neglect.
- Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- Breakage or damage to antennas unless caused directly by defects in material workmanship.
- Products, which have had the serial number, removed or made illegible.
- Freight cost to and from the repair depot.
- Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- A Product subjected to unauthorized Product modifications, disassembly or unauthorized repairs.
- Normal and customary wear and tear.

MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS

DEFINITIONS: MCA" & "Company" shall mean Mobile Communications America, Inc. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: Mobile Communications America, Inc.'s acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except

such amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Delaware and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Delaware. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within 30 days after date of invoice.
- B. Over \$50,000.00 require the below Milestone payments:
 - 40% down at order entry
 - 50% at shipment
 - 10% within 30 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

NON-STANDARD PAYMENT TERMS: Subject to convenience fees.

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

LATE FEES:

If payment is outstanding after a 7 day grace period, 1.5% of the total past due amount will be added to the balance.

All quotations reflect U.S. Dollars.

All payments must be made in U.S. funds.

TAXES: The prices stated in this order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Delaware. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void. If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work

derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

- B. **REVERSE ENGINEERING:** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:**
The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY:** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.
- B. **INSURANCE:** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the

consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.

- C. **NO REPRESENTATIONS:** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. **WARRANTY AND DISCLAIMED WARRANTIES:** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

**QUOTATION
116000228**

Page 1

Bill To:

Crowley TX City of
201 E Main St
Crowley, TX 76036

Ship To:

CROWLEY POLICE DEPT
617 BUS FM 1187 W
CROWLEY, TX 76036

Contact: Nicole McDaniel
Contact #: 817-297-2201

Contact: Nikki McDaniel
Contact #: 817-297-2201

Date: 04/28/2022		Customer #: 121657		Terms: T 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
3	T8319-P	SLR 8000 BASE RADIO Package	EA	13,601.32	40,803.95	
3	T8319	SLR 8000 BASE RADIO	EA	0.00	0.00	
3	CA03385AA+AA	ADD: 800MHZ	EA	0.00	0.00	
3	800 Console Rack Mount	ADD: 800MHZ		7,540.82	22,622.46	
1	SS-SUBCONTRACT	Description: Tower Crew for Install	EA	21,236.25	18,504.25	
3	SS-SUBCONTRACT	Description: FCC Licenses Service	EA	1,850.43	5,551.28	
1	SS-SUBCONTRACT	Description: Tower Analysis, Structural Only	EA	15,420.21	15,420.21	
700	514990	7/8" HELIAX AVA CBL	FT	4.70	3,290.00	
3	DSBCDUP03A	DUPLEX03 2 CHANNEL DUPLEXER 806-824MHZ R	EA	5,746.19	17,238.56	
16	EN-ENG	Description: Engineering Services	EA	289.90	4,638.40	
54	FT-LO	FIELD TECH LABOR ONLY Installing: 2 Man Crew	EA	154.20	8,326.91	
1	HDWKIT	Hardware Kit 800MHz Omni Antenna for Tower	EA	6,168.08	6,168.08	
1	HDWKIT	Hardware Kit Install Parts including connectors, cables and misc.	EA	3,700.85	3,700.85	
1	HDWKIT	Hardware Kit VHF Omni Antenna for Tower	EA	6,568.00	6,568.00	

BUDGETARY

Accepted By: _____ **Date:** _____
Please contact customer representative by phone or email with any questions: Customer
Rep: Shawn Scott
Phone #: _____
Email: shawnscott@callmc.com

Subtotal
Tax
Total Quote 152,832.95

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

Crime Control & Prevention District Budget 2022-23 (amended 1/5/2023)			
Revenue:			
Sales Tax Revenue		\$	1,210,500
Interest Income			500
Total Income			\$ 1,211,000
Expenses:			
Bond Payments			
Principal		\$	255,000
Interest			11,662
			\$ 266,662
Recurring Costs:			
Full Time Salaries	\$	164,391	
Overtime		8,000	
Fica		11,990	
Medicare		2,804	
TMRS		21,447	
Insurance		17,541	
Total Personnel Costs		\$	226,173
Service Contracts			
Motorola Solutions Software		23,450	
License Plate Reader annual contract		-	
Johnson County Broadband contract		45,000	
Axon Five Year maintenance/license contract		44,367	
VistaCom Voice Logger maintenance contract		4,578	
Spectrum Internet		17,000	
Mentalix (fingerprint machine)		5,050	
Personnel Background Investigations Services		4,000	
Motorola contract (renews 2023-24)		-	
Acronis (every 2 years)		-	
Total Service Contracts			143,445
Materials and Supplies			
CCPC Admin Materials		2,500	
Recruiting/Selection Process Exams		5,650	
ID cards		1,000	
Total Materials & Supplies			9,150
Mobile Phones		1,200	
Dues and Memberships		75	
Training and Travel		5,300	
Ammunition (for Training)		16,184	
City Event OverTime (includes COF)		21,000	
Office of Community Outreach Programs		15,596	
Total Other			59,355
Subtotal Programs & Recurring Costs			\$ 438,122
Equipment and One Time Costs:			
Ballistic Shields (4)		16,155	
Flock Safety LPR		19,250	
Projector for EOC and TV for Briefing Room		3,600	
Thermal Camera		3,490	
Office Chairs		5,069	
Vehicles (approved 12/01/2022)		179,320	
Tower Analysis		9,950	
FCC License		5,560	
Subtotal Equipment and One Time Purchases			\$ 242,394
Total Expenses			\$ 947,178
Revenues over (under) expenses			\$ 263,823
Detail of Programs:			2022-23
1	Citizens On Patrol Program		4,000
2	Youth Activity Center Programs		1,200
3	Crowley Area Teen Community Helpers/Adult Supervision		250
4	Citizens Police Academy		500
5	National Night Out		2,846
6	Crime Prevention Materials		1,500
7	Bicycle/Skateboard Safety Program		1,000
8	Bike/ATV Patrol		500
9	Alliance for Children		3,800
Total Programs			\$ 15,596

<p>Crime Control & Prevention District Budget Amendment #2 2022-23 1/5/2023</p>
--

Revenues over(under) exp Original Budget	\$ 279,333
--	------------

Expenditures:

Tower Structural Analysis	\$ 9,950
FCC License	<u>5,560</u>

Total Expenditures	<u>\$ 15,510</u>
--------------------	------------------

Revenues over(under) expenditures	<u><u>\$ 263,823</u></u>
-----------------------------------	--------------------------