



Crime Control and
Prevention District
Board of Directors
Agenda Packet
May 17, 2018
6:00 P.M.

**CROWLEY CRIME CONTROL AND PREVENTION
DISTRICT BOARD OF DIRECTORS**

**Meeting
May 17, 2018
6:00 P.M.**

ATTENDANCE SHEET

Johnny Shotwell, President _____

Billy P. Davis, Member _____

Jesse Johnson, Member _____

Jerry Beck, Member _____

Jim Hirth, Member _____

Tina Pace, Member _____

Christine M. 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**

**May 17, 2018
Crowley City Hall
City Council Chambers
201 East Main Street
Crowley, Texas**

Regular Session 6:00 p.m.

May 17, 2018 – REGULAR SESSION – 6:00 P.M

I. CALL TO ORDER/ROLL CALL

II. PRESENTATIONS

1. Receive Crime Control and Prevention District financial update from Lori Watson.

III. BUSINESS

1. Discuss and consider approval of the minutes of the Crime Control and Prevention District Board of Directors meeting held on June 15, 2017.
2. Crime Control and Prevention District (CCPD) Board of Directors to ratify the appointment of Carol Konhauser as Secretary of the CCPD; Pursuant to Chapter 2 Administration, Article IV. Boards and Commissions, Division 7 Crime Control and Prevention District Board, Section 2-146 Officers.
3. Discuss and consider Budget Amendment #1 for FY 2017-2018 Crime Control and Prevention District, and consider and approve the purchase of equipment and materials in the amount of \$62,297.

IV. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the May 17, 2018 meeting of the governing body of Crowley Crime Control and Prevention District is a true and correct copy posted on _____, 2018 at _____ am/ pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

Carol Konhauser
Secretary, Crime Control and Prevention District

NOTICE: A quorum of the Crowley City Council and the Economic Development Board of Directors will be present at this meeting; however neither the City Council nor EDC Board of Directors will be taking action on any items on this posted agenda.

THE CRIME CONTROL AND PREVENTION DISTRICT BOARD 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 BOARD 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 fax (817) 297-6178 for further information.

NOTICE: A quorum of the City Council and the 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: May 17, 2018

Agenda Item: II-1

Staff Contact: Lori Watson

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

Phone: 817/297-2201 x 4900

SUBJECT: Receive Crime Control and Prevention District financial update from Lori Watson.

BACKGROUND/DISCUSSION

Update on CCPD finances.

FINANCIAL IMPACT

None.

RECOMMENDATION

None

Crime Control Proposed Budget 2017-18

Revised 05/17/2018

Revenue:

Sales Tax Revenue	\$ 704,368
Interest Income	800

Total Income \$ 705,168

Expenses:

Bond Payments	
Principal	\$ 230,000
Interest	38,216

\$ 268,216

Recurring Costs:

Full Time Salaries	\$ 88,072
Fica	5,460
Medicare	1,277
TMRS	9,151
Insurance	14,617

Total Personnel Costs \$ 118,577

Service Contracts

1	Motorola contract	23,734
2	License Plate Reader annual contract	2,500
3	Johnson County Broadband contract	34,464
4	Axon Year Three maintenance/license contract	19,938
5	VistaCom Voice Logger maintenance contract	6,928
6	Spectrum Internet	4,800

Equipment & Other

Window Tint	4,701
Ford Explorer	53,006
Mentalix (fingerprint machine)	4,590

Total Service Contracts 154,661

Materials and Supplies

7	CCPC Admin Materials	2,000
	Uniforms & Equipment	500
	Recruiting/Selection Process Exams	1,650

Total Materials & Supplies 4,150

8	Mobile Phones	1,060
9	Dues and Memberships	75
10	Training and Travel	5,300
11	Ammunition (for Training)	16,184
12	City Event OverTime (includes COF)	16,130
13	Office of Community Outreach Programs	9,950

48,699

Subtotal Programs & Recurring Costs \$ 326,087

Equipment and One Time Costs:

None proposed at this time.

Subtotal Equipment and One Time Purchases \$ -

Total Expenses \$ 594,303

Revenues over (under) expenses \$ 110,865

Detail of Programs:

	2017-18
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	1,000
6 Crime Prevention Materials	1,500
7 Bicycle/Skateboard Safety Program	1,000
8 Bike/ATV Patrol	500
Total Programs	\$ 9,950



Crowley Crime Control and Prevention District

AGENDA REPORT

Meeting Date: May 17, 2018

Agenda Item: III-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 from the meeting held on June 15, 2017 of the Crime Control and Prevention District Board of Directors as presented.

BACKGROUND/DISCUSSION

Consider approval of CCPD minutes as presented.

FINANCIAL IMPACT

None.

RECOMMENDATION

Board of Directors consideration is respectfully requested.

MINUTES OF THE CRIME CONTROL AND PREVENTION DISTRICT, REGULAR SESSION HELD on June 15, 2017. 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 Crowley City Hall, City Council Chambers, 201 East Main St., Crowley, Texas.

Present were: President Johnny Shotwell
 Member Billy Davis
 Member Jesse Johnson
 Member Jerry Beck
 Member Jim Hirth
 Member Christine Gilbreath
 Member Tina Pace

Staff Included: City Manager Robert Loftin
 Finance Director Lori Watson
 Asst Police Chief Kit Long

Absent: None

CALL TO ORDER/ ROLL CALL

President Johnny Shotwell called the Regular Session to order at 6:00 p.m. Interim Secretary Lisa Hansen called roll and noted a quorum was present.

PUBLIC HEARING

- 1. Hold a public hearing on the Fiscal Year 2017-18 Proposed Budget for the City of Crowley Crime Control and Prevention District.**

President Johnny Shotwell opened the public hearing at 6:02 p.m. for anyone to speak either in favor of or in opposition of. No one came forward to speak and President Shotwell closed the public hearing at 6:03.

BUSINESS

- 1. Discuss and consider approval of the minutes of the Crime Control and Prevention District Board of Directors meeting held on Jun 1, 2017.**

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 elect a President and Vice-president pursuant to the City of Crowley Code of Ordinance, Section 2-146.**

Member Jim Hirth made the motion to nominate Member Johnny Shotwell as President, second by Member Billy Davis, the CCPD Board of Directors voted unanimously to appoint Johnny Shotwell as President. Motion carried 7-0.

Member Tina Pace made the motion to nominate Member Christine Gilbreath as Vice President, second by Member Jesse Johnson, the CCPD Board of Directors voted unanimously to appoint Christine Gilbreath as Vice President. Motion carried 7-0.

- 3. Discuss and take action on approval and adoption of the City of Crowley Crime Control and Prevention District Budget for Fiscal Year 2017-2018; and approve submission of said budget to the City Council.**

Member Jesse Johnson made the motion to approve and adopt the Crime Control and Prevention District Budget for Fiscal Year 2017-2018, second by Member Tina Pace, the Board voted unanimously to approve the minutes as presented. Motion carried 7-0.

As there was no further business, President Johnny Shotwell adjourned the meeting at 6:06 p.m.

ATTEST:

Johnny Shotwell, President

Carol Konhauser, Board Secretary



Crowley Crime Control and Prevention District

AGENDA REPORT

Meeting Date: May 17, 2018

Agenda Item: III-2

Staff Contact: Chief Kit Long

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

Phone: 817/297-2276 x 6201

SUBJECT: Crime Control and Prevention District (CCPD) Board of Directors to ratify the appointment of Carol Konhauser as Secretary of the CCPD; Pursuant to Chapter 2 Administration, Article IV. Boards and Commissions, Division 7 Crime Control and Prevention District Board, Section 2-146 Officers.

BACKGROUND/DISCUSSION

Pursuant to Chapter 2 Administration, Article IV. Boards and Commissions, Division 7 Crime Control and Prevention District Board, Section 2-146 Officers, the board shall appoint a secretary for a term of 1 year.

FINANCIAL IMPACT

None.

RECOMMENDATION

If there are no objections to the appointment, recommend this appointment.



Crowley Crime Control and Prevention District

AGENDA REPORT

Meeting Date: May 17, 2018

Agenda Item: III-3

Staff Contact: Kit Long

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

Phone: 817-297-2276

SUBJECT: Discuss and consider Budget Amendment #1 for FY 2017-2018 Crime Control and Prevention District, and consider and approve the purchase of equipment and materials in the amount of \$62,297.

BACKGROUND/DISCUSSION

Many of the Crowley Police Department's annual contracts are supported by the Crime Control and Prevention District, and the Police Department would like to transfer the annual LiveScan Fingerprint maintenance contract as well.

In addition, the Crowley Police Department would like to purchase one fleet vehicle. This would be a patrol unit, and would allow the re-commission of a patrol unit to the School Resource Unit.

FINANCIAL IMPACT

The total cost for all items requested is \$62,297, to be purchased from the Crime Control and Prevention District budget.

RECOMMENDATION

It is the recommendation of the Police Chief to approve these purchases.

Attachments

- Capital Request Form for one patrol unit
- Mentalix Livescan Service Contract
- Window Tint on exterior windows of PD building

CROWLEY CRIME CONTROL AND PREVENTION DISTRICT
CAPITAL REQUEST FORM
 (ITEMS OVER \$5,000)
FY 2017-2018 BUDGET AMENDMENT #1

DEPARTMENT:	Police Department
DESCRIPTION:	Ford Explorer Unit
PRIORITY:	

JUSTIFICATION:

Patrol units are assigned to patrol officers, and adding a unit to our aging fleet will minimize the use of the same unit driven over multiple shifts when a unit is downed for maintenance and/or repairs. Additionally, our oldest unit is an eight-year-old Tahoe that has nearly 130,000 miles on it.

FINANCIAL IMPACT ON CURRENT YEAR BUDGET:

ACCOUNT NUMBER	DESCRIPTION	COST
68-30-5509	Ford Explorer Unit #1	\$ 27,828
	Emergency Equipment (lights, sirens, install)	11,250
	COBAN mobile video unit	5,370
	InCar computer system	3,647
	Kustom Signals Raptor radar	1,555
	Plate Carrier	300
	Graphics	705
	Window Tint	100
	Trunk Organizer	359
	Protective Safety Equipment (seat cover, truck organizer, cones, camera, etc.)	1,155
	Rifle /shotgun (transferred from decommissioned unit)	-
	Ticket Writer Printer	737
TOTAL COST		\$ 53,006.00

FINANCIAL IMPACT ON FUTURE BUDGETS:

ACCOUNT NUMBER	DESCRIPTION	COST
10-30-5406	Vehicle Maintenance, fuel, tires	3,500.00
TOTAL COST		\$ 3,500.00

FUNDING SOURCE IF APPROVED:

SILSBEE, TX 77656

\$ 27,427.80

M. Trade in: _____

N. CONTRACT FEE

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE / 400⁰⁰

\$ 27,427.80

Total for Vehicle and BuyBoard Fee: \$27,828



QUOTE

910 S. Crowley Rd. #9 PMB #605
Crowley, TX 76036
Phone:817-360-2224
Fax:817-389-3383

QUOTE # 22418

Date : 2-24-2018

Billing Address:		Shipping Address:	
Company:	CROWLEY POLICE DEPT.	Company:	
Name:	CHIEF LONG	Name:	
Address:	617 FM 1187 WEST	Address:	
City/State/Zip	CROWLEY, TX 76036	City/State/Zip	

**** 2018 FORD UTILITY SUV ****

Shipping Method:

GROUND

Qty	Product Description	Each	Total Amount
1	POLICE VEHICLE LIGHTING / CONTROLLER / SIREN PACKAGE (MATCHING CURRENT FORD SUV LIGHTING PACKAGE)	\$4530.00	\$4530.00
1	VEHICLE PUSH BUMBER	\$285.00	\$285.00
1	HAVIS VEHICLE SPECIFIC CONSOLE FOR 2018 FORD UTILITY SUV W/ SIDE MOUNT POLE-CUP HOLDER-ARM REST-MOTION ADAPTER	\$967.00	\$960.00
1	LAGUNA MOLDED REAR PRISONER SEAT W/READY BELTS	\$1500.00	\$1500.00
1	SANTA CRUZ DUAL WEAPON RACK	\$310.00	\$310.00
1	PRISONER PARTITION W/LOWER EXT AND RECESSED PANEL	\$710.00	\$710.00
2	MAGNETIC MIC HOLDERS	\$35.00	\$70.00
1	PAR 46 LED REPLACEMENT SPOT LIGHT BULB	\$155.00	\$155.00
1	USB POWERED HUB	\$180.00	\$180.00
1	HAVIS FORD SUV REAR WINDOW GUARDS	\$215.00	\$215.00
1	STREAMLIGHT SL-20L FLASHLIGHT	\$125.00	\$125.00
1	INSTALLATION OF NEW PARTS AND DEPT. EQUIPMENT	\$1800.00	\$1800.00
1	SHOP SUPPLIES / WIRE / SOLDER / BOLTS / SCREWS	\$150.00	\$150.00
			\$10990.00

QUOTE VALID FOR 60 DAYS
EQUIPMENT CARRIES MANUFACTURERS WARRANTY
WE APPRECIATE THE OPPORTUNITY TO SERVE YOU

SUB-TOTAL	\$10990.00
TAX	TAX EXEMPT
SHIPPING	\$260.00
TOTAL	\$11250.00



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 364566
Date: 1/09/2017
Page: 1 of 1

Bill to: Attn: Lt. Robert Gray
Crowley Police Department (Crowley, TX)
617 Business FM 1187
Crowley, TX 76036

Ship to: Attn: Lt. Robert Gray
Crowley Police Department (Crowley, TX)
617 Business FM 1187
Crowley, TX 76036

Account No.: 1062		Your P/O No.:		Terms:	Net 30	
Sales Rep : LA		Shipping Via: Ground		Due Date:	2/08/17	
Line	Item Number	Description		Quantity	Unit Price	Extended

1	SYSED-06-A	EDGE HiDef SYSTEM - SD CAM - A 4 Buttons SD Camera	1	4,690.00 /EA	4,690.00
2	SCOPT-56	OPT- BACKSEAT IR CAMERA	1	180.00 /UT	180.00
3	WLIC-01	DVMS SOLUTION LICENSE Software License with First Year Technical Support (per in-car unit)	1	150.00 /UT	150.00
4	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2nd and 3rd Year - Software Maintenance and Technical Support (per in-car unit)	2	150.00 /UT	300.00
5	LFEE-050	SHIPPING- In-Car Equipment (EDGE, M7 MDC, M7 VMDC, ALPR)	1	50.00 /UT	50.00

Sub Total: 5,370.00

Sales Tax:

Total Amount: 5,370.00

Balance: 5,370.00



Proposal: PROPOSAL-16914/2
For: City of Crowley

Corporate Headquarters 1200 W Mississippi Ave Denver, CO 80223 Phone: 888.836.7841 Email: sales@pcsmobile.com	Print Date: 02/27/2018 03:24 PM Proposal Valid Date: 04/30/2018 02:30 PM Inside Sales Rep: Amy Hale Email: amyh@pcsmobile.com Phone: 888-219-8699 Fax: 940-683-4314 Salesperson: John France Email: johnf@pcsmobile.com Proposal Created By: Amy Hale
Customer: City of Crowley 617 Business FM 1187 Crowley, TX 76036	

Proposal

Customer	Requested By	F.O.B.	Terms	Contract
	Kit Long	Origination	Net 30 Days	Texas DIR-TSO-3762 & DIR-TSO-4018

Line	Item Number	Description	Price	Quantity	Subtotal
1	SE2DCRDAEHMX	Getac S410, Intel Core i5-6200U Processor, 14" (No Webcam), Win7 Pro x64 + RAM 8GB, OPAL 2.0 256GB SSD, Sunlight Readable LCD + Touchscreen, Membrane Backlit KBD with Fingerprint, Wifi + BT + GPS + Gobi + Passthrough, DVD Super-Multi Drive, SD Card Reader, TPM 2.0, - 21C Wide Range Temp., IP52, 3 Year Warranty on DIR-TSO-3762	\$2,791.41	1.00	\$2,791.41
2	AP-GETAC-Q-BL	Combination Antenna LTE/GPS/Wi-Fi for Getac F110/V110 On DIR-TSO-3762	\$146.13	1.00	\$146.13
3	7170-0537	Getac S410 Docking Station Tri-RF w/ Lind Power Supply on DIR-TSO-4018	\$709.80	1.00	\$709.80
				Total	\$3,647.34

Notes
S410

Terms and Conditions

Portable Computer Systems, Inc., dba: PCS Mobile Standard Reseller: *Terms and Conditions*

1. **Contract Terms.** These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.

2. **Payment.** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.

3. **Shipment.** Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.

4. **Acceptance of Products; Returns.** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.

5. **Warranties.** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.

6. **Limitation on Liability.** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.

7. **Force Majeure.** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.

8. **Miscellaneous.** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.



KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Page 1 of 2

Date 02/26/2018

To... KIT LONG
CROWLEY POLICE DEPT

617 BUSINESS FM 1187 W
CROWLEY TX 76036

Quote # 674979109512SC

Terms Net 30

This Quote Expires on 05/27/2018

Phone 817-297-2276

Fax 817-297-1296

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
	HGAC EF04-17 Contract		
1	Raptor RP-1, Dual K-Band Antenna, Directional Mode	\$1,415.92	\$1,415.92
1	SHIPPING & HANDLING COSTS	\$38.00	\$38.00
	Option available but NOT INCLUDED IN price quote Please ADD if interested**		
	Same Lane Mode	\$101.50	\$0.00

Total

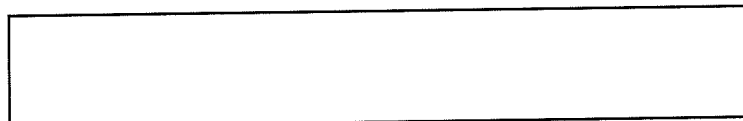
\$1,453.92

+ 101.50
\$ 1,555.42

Signature

Jenny Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

CROWLEY CRIME CONTROL AND PREVENTION DISTRICT
BUDGET ENHANCEMENT REQUEST FORM
 (ITEMS OVER \$1,000 AND UNDER \$5,000)
FY 2017-2018 BUDGET AMENDMENT #1

DEPARTMENT:	Police Department
DESCRIPTION:	Annual Maintenance for Livescan Fingerprint Machine
PRIORITY:	

JUSTIFICATION:

This Fingerprint Station was approved and purchased through the Crime Control and Prevention District, and it is recommended to continue the maintenance agreement through the original funding source, the Crime Control and Prevention District. This Fingerprint Station allows the Crowley Police Department to upload and quickly submit fingerprint records to governing agencies, such as the Texas Department of Public Safety and federal agencies, as required by law.

FINANCIAL IMPACT ON CURRENT YEAR BUDGET:

ACCOUNT NUMBER	DESCRIPTION	COST
68-30-5355	FS PS Station Print Pack Annual Maintenance	4,590
TOTAL COST		\$ 4,590.00

FINANCIAL IMPACT ON FUTURE BUDGETS:

ACCOUNT NUMBER	DESCRIPTION	COST
	None.	
TOTAL COST		\$ -

FUNDING SOURCE IF APPROVED:



Mentalix, Inc.

QUOTATION

Date: 13-Nov-17

17304 Preston Rd, Ste 635, Dallas, Texas 75252
Phone: 1-800-MENTALX Fax: 1-972-423-1145

Ship to: Crowley Police Department
617 Bus. FM 1187 West
Crowley, TX 76036

Attention: Accounts Payable
Phone 817-297-5140 Ext.
Fax 817-297-1296

Bill to: Crowley Police Department
617 Bus. FM 1187 West
Crowley, TX 76036

Attention: Accounts Payable

Quote ID	Customer ID	Salesperson	Quote Date	Quote Expires	Pay Method	Ship Via
11495	CROW760	T. Morgan, Ext. 142	13-Nov-17	13-Dec-17	Net 30	No Shipping

Product ID	Product Name	Quantity	Unit Price	Discount	Extended Price
M-FS-TX-SPSCS-P-5	FS (TX) PS Station Print Pack Annual Maintenance	1	\$4,590.00	0%	\$4,590.00

Annual maintenance renewal for serial number 10006700 for the period 12/29/2017 through 12/29/2018.

Subtotal:	\$4,590.00
Freight:	\$0.00
Total:	\$4,590.00

Quotation Approved By:

Date:



Mentalix, Inc.
17304 Preston Rd Ste 635
Dallas, TX 75252-5672 U.S.A.
Tel: 972-423-9377 Fax: 972-423-1145
Tax ID: 75-2188110 www.mentalix.com

Invoice

DATE	INVOICE #
11/15/17	11495

BILL TO

Crowley Police Department
Attn: Debbie Emerson
617 Bus. FM 1187 West
Crowley, Tx 76036

SHIP TO

Crowley Police Department
Attn: Debbie Emerson
617 Bus. FM 1187 West
Crowley, TX 76036

P.O. NUMBER	TERMS	Rep	Ship Via	F.O.B.	Special Billed Date
Email Request	Net 30	TM	No Shipping	Origin	
ITEM CODE	DESCRIPTION	#	EACH	AMOUNT	
M-FS-TX-SPSC... snms	FS (TX) PS Station Print Pack Annual Maintenance Serial Number(s): 10006700 Annual Maintenance Expires: 29-DEC-2018	1	4,590.00 0.00	4,590.00 0.00	
Please make checks payable to "Mentalix, inc." mailed to the address listed above.				Total	\$4,590.00

FED SUBMIT MAINTENANCE AGREEMENT

Mentalix strongly recommends that all customers with Fed Submit systems purchase maintenance and renew the maintenance contract(s) on an annual basis for the following reasons:

- **Maintain system reliability.** Maintenance provides ongoing access to support personnel and critical fixes that may be required to maintain the proper function, security or operability that might be required as impacted by third-party hardware, software or system changes; by discovery of security or integrity vulnerabilities; or by mandate of improvements or modifications for compliance with government certification requirements.
- **Protect your investment.** If you purchased a live scanner with your system, you invested several thousand dollars to obtain that device. Without a maintenance contract on the live scanner, if it breaks down, you will have no recourse except to purchase a brand new device. With an annual maintenance contract, Mentalix will provide depot repair/replacement of the live scanner for any problems that arise during normal use with minimal down time.
- **Keep your system in sync with changes from the governing agency to which you submit fingerprint transactions.** Mentalix's Fed Submit system is tailored to the specific needs of law enforcement agencies that submit records to governing agencies or civilian clearinghouses. Mentalix reacts quickly to updates from these destination agencies that affect operation of the Fed Submit system (changes in the criminal offense codes, for example) by making updates available immediately and by staying on top of changes. Annual maintenance includes maintenance releases for the duration of the agreement. Maintenance releases consist of problem corrections and updates. The Mentalix Maintenance Agreement ensures that users have the most up-to-date maintenance version of their purchased Mentalix software.
- **Get technical assistance.** Annual Maintenance for Fed Submit includes one year of phone/e-mail/remote support (weekdays 8am-5pm Central Time Zone, excluding holidays) for Fed Submit software. Mentalix can perform remote technical support – under the customer's initiation and control – for problem resolution and/or periodic maintenance procedures.
- **Avoid long-term problems and costly on-site maintenance visits.** Fed Submit software's proactive, automatic maintenance service allows Mentalix to perform pre-emptive maintenance, make system improvements, monitor fingerprint image quality, notify agencies and clearinghouses of problems, and address staff training issues before they become lingering problems that may lead to significant maintenance or training costs later. This service offers a huge advantage over periodic, on-site tune-ups that may not give a complete problem diagnosis and may not catch issues (e.g., network problems, spam blockers that quarantine legitimate fingerprint submissions or results, and user errors) soon enough. An automated, proactive maintenance service enables Mentalix to assess such issues immediately and also to save time in correlating user-reported problems with ongoing system status.

Mentalix, Inc. agrees to provide the services specified below, subject to the terms and conditions set forth in this Agreement for the software and live scanner represented by the serial number(s) on the attached quotation. (If purchase includes additional hardware or third-party software, see the manufacturer(s) for maintenance information on those products. The Mentalix Maintenance Agreement only covers Mentalix software products and the live scan device, if applicable.)

SOFTWARE SERVICES: Annual maintenance for Mentalix software products includes one year of phone/e-mail/remote support (weekdays 8am-5pm Central Time Zone, excluding holidays) for Fed Submit software, plus Fed Submit maintenance releases (corrections and updates). Mentalix can perform remote technical support – under the customer’s initiation and control – for problem resolution and/or periodic maintenance procedures. Requires that customer has PC Anywhere.

HARDWARE SERVICES (LIVE SCAN CUSTOMERS ONLY): Live scan hardware maintenance covers depot repair/replacement of equipment for any problems that arise during normal, wear-and-tear use of equipment. The supplier warrants that the equipment will be free from defects in title, design, material and workmanship and will conform to the applicable specifications under normal use and service. This maintenance agreement covers repair or replacement of any non-conforming equipment during the effective agreement dates listed on the attached quotation. This maintenance agreement does not cover any non-conformity in the equipment caused by repairs or alterations except by the supplier, or by misuse, negligence or accident.

MENTALIX SUPPORT CONTACT INFO:

E-Mail: hotline@mentalix.com
Telephone: (972) 423-9377 Ext. 133

Mentalix recommends the purchase of maintenance with each live scan device and Mentalix software system to ensure that users automatically receive the above services. In addition, Mentalix stipulates that users **MUST** follow the procedures and recommendations for safety, maintenance and standard usage as specified in the scanner manufacturer’s user guide.

THIS AGREEMENT WILL TAKE EFFECT UPON RECEIPT BY MENTALIX OF A PURCHASE ORDER OR PAYMENT FOR THE ATTACHED QUOTATION. SUPPORT CANNOT BE PROVIDED UNTIL MENTALIX RECEIVES A PURCHASE ORDER OR PAYMENT.

Prices are not guaranteed for subsequent annual maintenance renewals, but the attached quotation can be used as a general guide for budgeting purchases for future annual maintenance costs. To assist with your budgeting process, please note the effective dates of this agreement on the attached quotation.

MAINTENANCE SERVICE LEVELS

Standard services provided for all customers with current maintenance agreements:

- Telephonic and e-mail support from Mentalix technical staff, M-F, 8am-5pm, excluding holidays. Mentalix will employ its best efforts to respond within 2 hours of receipt of customer's request, during standard support hours. Requests received after standard support hours will receive a response on the next business day.
- Managed problem escalation, if necessary, to resolve unusual issues.
- If necessary, Mentalix can perform remote technical support – under the customer's initiation and control – for problem resolution and/or periodic maintenance procedures.
- Mentalix technical support staff will attempt problem resolution via telephonic or remote access prior to escalating the issue to an on-site visit to customer's facility by Mentalix personnel. If on-site service is deemed necessary, Mentalix will employ its best efforts to have personnel at the customer's facility within 1 business day from the time the employee is dispatched for locations within a 100-mile radius of Mentalix's headquarters in Plano, Texas, and within 2 business days for locations outside of the 100-mile radius.
- Mentalix will provide customer with electronic software maintenance releases. Maintenance releases (designated by the minor identifier to the right of the version number decimal point) consist of problem corrections and updates (including table updates) or minor improvements with substantially similar (but not new) functionality to the originally licensed software. Unless otherwise agreed, the customer will be responsible for installing maintenance releases.
- Mentalix will provide a means for automatic table (e.g., current offense codes) updates for systems that have Internet connectivity.
- Mentalix support will, subject to customer approval, monitor daily event logs in order to proactively resolve issues before they affect the customer.
- For live scan hardware: Live scan hardware maintenance covers depot repair/replacement of equipment for any problems that arise during normal, wear-and-tear use of equipment. This maintenance agreement covers repair or replacement of any non-conforming equipment during the effective maintenance agreement dates. This maintenance agreement does not cover any non-conformity in the equipment caused by repairs or alterations except by the supplier, or by misuse, negligence or accident. When Mentalix deems it necessary, Mentalix will make best efforts to provide a temporary, 'loaner' scan device while the original device is undergoing repairs.

After-hours maintenance services:

- All Mentalix customers with current maintenance agreements have the option to purchase additional after-hours (outside of the standard M-F, 8am-5pm hours) support services on a per-incident basis. Upon Mentalix's acceptance of customer's request for after-hours support, customer shall pay for such services at Mentalix's then-current rates.

CROWLEY CRIME CONTROL AND PREVENTION DISTRICT
BUDGET ENHANCEMENT REQUEST FORM
 (ITEMS OVER \$1,000 AND UNDER \$5,000)
FY 2017-2018 BUDGET AMENDMENT #1

DEPARTMENT:	Police Department
DESCRIPTION:	Window Tint
PRIORITY:	

JUSTIFICATION:

The properties on the south and west side of the Justice Center are being developed for residential housing, and the property has been cleared of all trees and shrubbery that previously shielded the office windows from direct sunlight and visibility to the street. Once homes are built on the adjacent property, office windows at the police department will face the back windows and doors of residential homes.

Tinting the office windows will reduce UV exposure, lower heat/cooling costs and provide a level of security for both sworn officers and civilians working in the facility. During the daytime and office hours, the window tint will make it difficult to see into the office space, especially on the north side (public entrances). The proposed film is energy efficient, creates a balanced climate, reflects a professional appearance, and has a ten-year warranty against defects.

FINANCIAL IMPACT ON CURRENT YEAR BUDGET:

ACCOUNT NUMBER	DESCRIPTION	COST
68-30-5405	Dual reflective window tint	4,701
TOTAL COST		\$ 4,700.50

FINANCIAL IMPACT ON FUTURE BUDGETS:

ACCOUNT NUMBER	DESCRIPTION	COST
	None.	
TOTAL COST		\$ -

FUNDING SOURCE IF APPROVED:

The Tint Zone
860B N. Crowley Rd.
Crowley, TX 76036

Estimate

Date 3/7/2018
Estimate # 245

Name / Address

Crowley Police Department

P.O. #

Terms

Credit

Due Date 3/7/2018

Other

Description	Qty	Rate	Total
tint all windows with 5% Dual reflective on west side	762	4.25	3,238.50
jail lobby entrance tinted with Dual reflective 5%	45	4.25	191.25
Tint (12) front windows with Dual reflective 5%	180	4.25	765.00
Tint main entry way with Dual reflective 5%	119	4.25	505.75
Subtotal			\$4,700.50
Sales Tax (8.25%)			\$0.00
Total			\$4,700.50

The Tint Zone

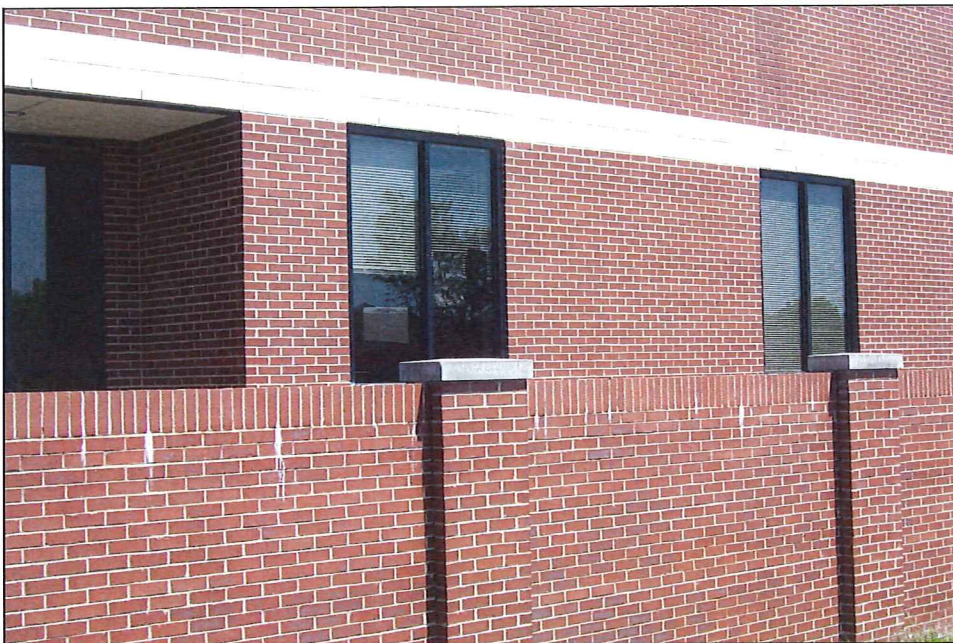
signs@thetintzone.com

thetintzone.com

817-297-7070



Breakroom exit to patio



West side of building
(drawn up miniblinds visible)



View from interior office space