### WILLIAMSON COUNTY SERVICES AND GOODS CONTRACT

MOBILE COMMUNICATIONS AMERICA, INC.

(Ouote

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND GOODS CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and MOBILE COMMUNICATIONS AMERICA, INC. (hereinafter "Service Provider"), both of which are referred to herein as the parties. This Services and Goods Contract replaces the former Controlling Terms and Conditions entered into by the parties on or about April 16, 2024. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

<u>Services</u>: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services to be provided include security camera upgrade at the Williamson County North Campus Facilities located at 3151 SE Inner Loop, Georgetown, TX 78626. The services include but are not limited to the services and work described in the attached **MCA Quote** marked as **Exhibit "A,"** which is incorporated herein to the extent that it meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that they (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

<u>Goods</u>: Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A,", such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

#### III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

#### IV.

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"** and in accordance with DIR COOP contract number DIR-CPO-4494. The not-to-exceed amount for the life of this contract shall be <u>Thirteen Thousand</u>, <u>Five Hundred Fifty-Eight Dollars and Eighty-Seven Cents (\$13,558.87)</u>.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

<u>Insurance</u>: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
VI	

a. Worker's Compensation Statutory

b. Employer's Liability

Bodily Injury by Accident \$500,000 Ea. Accident Bodily Injury by Disease \$500,000 Ea. Employee Bodily Injury by Disease \$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE PER PERSONPER OCCURRENCE

Comprehensive

General Liability \$1,000,000 \$1,000,000

(including premises, completed operations and contractual)

Aggregate policy limits: \$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER	OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
. 11	11 1	. 1

Aggregate policy limits No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

#### VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

#### VIII.

<u>No Waiver of Sovereign Immunity or Powers</u>: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

#### IX.

<u>Compliance With All Laws</u>: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

#### X.

<u>Termination</u>: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

#### XI.

<u>Venue and Applicable Law</u>: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### XII.

<u>Severability</u>: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

#### XIV.

<u>Good Faith Clause</u>: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

**No Assignment:** Service Provider may not assign this Contract.

#### XVI.

<u>Confidentiality</u>: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

#### XVII.

<u>Foreign Terrorist Organizations:</u> Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

#### XVIII.

<u>Public Information:</u> Service Provider understands that County will comply with Texas Government Code, Chapter 552, the Public Information Act (PIA) as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Service Provider further understands that any solicitation, including proposals, quotes, presentations, pricing, references and any supporting documentation, shall become the property of Williamson County and are subject to public disclosure in accordance with the PIA. Service Provider further understands that such documents are made part of the public facing agenda and meeting minutes in open meetings of Commissioners Court. Information, documentation, and other material in connection with this Contract or any resulting contract may be subject to public disclosure pursuant to the Texas PIA.

#### XIX.

<u>Damage to County Property</u>: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

#### XX.

<u>Media Releases:</u> Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

#### XXI.

<u>Authorized Expenses:</u> In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor

Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: <a href="https://www.williamsonCountyVendorReimbursementPolicyMarch2023.pdf">williamsonCountyVendorReimbursementPolicyMarch2023.pdf</a> (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

#### XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. This Contract between The County and Service Provider;
- B. As described in the attached MCA Quote , marked as Exhibit "A";
- C. The cooperative purchasing COOP contract number DIR-CPO-4494, incorporated by reference;
- D. Insurance certificates evidencing coverages required herein above and
- E. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

#### XXIII.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	Mobile Communications America, Inc.:		
Authorized Signature	Barry Downs Authorized Signature		
Steve Snell	Barry Down, Regional VP		
County Judge/Presiding Officer	Printed Name		
Date: 06/10/2025 <sub>0</sub>	Date: 5/16/2025 20		

Approved as to Legal Form HAL HAWES

General Counsel, Commissioners Court
Date: May 19 2025 Time: 3:53 pm

Reviewed by Contract Audit SARA GREER, CGAP Contract Auditor Williamson County Auditor's Office

Date: May 19 2025 Time: 3:01 pm

# Exhibit "A" MCA Quote

# Williamson County North Campus Facilities

# **Vehicle Impound Camera Upgrades**





Patrick Stevenson

PatrickStevenson@callmc.com

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DCJS No.: 11-17936 and NC 2610-CSA

VA DCJS # 11-17936

#### **CONFIDENTIALITY STATEMENT**

THIS DOCUMENT CONTAINS INFORMATION THAT IS CONFIDENTIAL PERTAINING TO MOBILE COMMUNICATIONS AMERICA, INC. (MCA), THE SECURITY, FACILITIES, IT AND OTHER DEPARTMENTS OF THE REVIEWING ORGANIZATION. IT SHALL BE NEITHER DUPLICATED NOR DISCLOSED TO ANY PERSON OR PERSONS OUTSIDE THE RESPECTIVE COMPANIES WITHOUT PRIOR WRITTEN CONSENT.

MCA FURTHER AGREES TO MAINTAIN COMPLETE CONFIDENTIALITY AND AGREES ANY INFORMATION FURNISHED WILL BE KEPT IN THE STRICTEST CONFIDENCE. MCA WILL FURTHER NOT DISCLOSE TO ANYONE WHO IS NOT A DIRECT PARTICIPANT IN THE POSSIBLE PROJECT, THE FACT THAT NEGOTIATIONS ARE TAKING PLACE OR ANY TERMS OF THE POSSIBLE TRANSACTION.

## Scope of Work

**DIR-CPO-4494** 

Terms and conditions to follow Williamson County and MCA Controlling Terms and Conditions executed on 3/22/2024.

Mobile Communications America (MCA) will provide and replace two existing cameras and relocate one camera. Camera at the SW Corner to be replaced with Axis Multi Sensor. The camera at the NW Corner to be replaced by a PTZ. The fixed lens camera at the NE corner will be relocate to the other side of the NE corner. This proposal also includes a Point to Point option for the Vehicle Storage Building. This option will have a Multi Sensor camera added to the NE corner of the building. System installation includes hardware, system licenses, and configuration unless otherwise stated.

#### Video Surveillance System

MCA will furnish and install the following:

- 2 Exterior cameras with mount at the following locations:
  - Southwest Corner Multi sensor Will replace existing fixed lens camera
  - Northwest Corner PTZ Will replace existing Fixed lens camera
- 1 Exterior camera to be relocated following locations:
  - Northeast Fixed Lens Will be relocated to the other corner looking at rear gate
- 1 Point to Point Option at the following locations:
- Vehicle Storage Building NE Corner Multi Sensor
  - (Point to Point will be used to connect to the main building network switch)
  - \*Conduit pathway and 120V for camera power is not included

Initial programming will include:

- Enrolling the cameras and setting up basic motion detection
- · One administrative account
- · One view only account
- Estimated days of storage 2/A
- 2MP-8MP at H.265 and 12 FPS
- Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that MCA does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

#### **Customer Provided Items**

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- Phone line and / or network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- Installation of conduit with a pull string to security devices where needed
- A dry contact connection from the fire system for fire drop out if needed

#### **Finance**

Purchaser hereby agrees to pay MCA the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing MCA's Customer Service Agreement (CSA)
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

#### **Engineering**

MCA shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. MCA will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

#### **Cabling & Wiring**

MCA will be responsible to install all the wiring and connections providing communication and/or control between MCA supplied devices and central control equipment. All wires will be dressed in a neat and professional manner.

MCA will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. MCA is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

#### **Field Devices**

MCA will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

MCA is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. MCA is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

#### **Programming**

MCA trained personnel will program the security system to provide a functioning operational system. MCA will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. MCA will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. MCA will provide a list of devices that need IP addresses to the Customer.

#### **Rental Equipment**

Lift rental is not included in this proposal and shall be provided by the Customer if required.

#### **Testing**

MCA will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by MCA and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. MCA will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, an MCA job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

#### **Training**

MCA will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will include manuals, training material, and hands on training. Two hours of training

are provided with this proposal. Additional training may be provided with additional cost.

#### **Standard Proposal Notes:**

- 1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
- 2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
- 3. A standard 1 year warranty applies on all newly installed equipment.
- 4. Please allow 4-6 weeks lead time for door hardware.
- 5. Final Location of all equipment to be approved by owner prior to start of installation.
- 6. Work provided by MCA is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
- 7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
- 8. All work will be done following federal, state, and local laws and requirements for the above scope of work.
- Due to extreme supply chain issues, MCA reserves the right to adjust final proposal pricing until an order is placed
  with our manufacturer partners. We will inform you within 5 business days of receipt of order about product
  availability and price increases greater than MCA can absorb.

Quote:

#### MCA Excludes the Following:

- 1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
- 2. Fire alarm interface, cabling, connection, input/output, testing and certification.
- 3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
- 4. Access to device location, penetrations, required access panels for concealed areas.
- 5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
- 6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond MCA control.
- 7. Final terminations and connections to equipment other than provided by MCA.
- 8. Any trade installation that MCA is not licensed to perform.
- Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
- 10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Quote:

Bill of Mate	enais				
Manufacturer	MPN	MSRP	Unit Price	Quantity	Row Tota
GENETEC	DIR-ADV-CAM-E-1Y	\$51.00	\$35.97	1	\$35.97
Genetec Advantage for	1 Omnicast Enterprise Came	era - 1 year			
GENETEC	DIR-GSC-Om-E-1C	\$250.00	\$176.31	1	\$176.3
1 Enterprise camera co	onnection, mandatory Genete	c Advantage			
Axis Communications	DIR-02634-001	\$1,699.00	\$1,318.04	2	\$2,636.08
P3737-PLE PANORAM	IIC 4X 5MP20FPS, 360IR ILL	UM. IP66			
Axis Communications	DIR-01513-001	\$99.00	\$76.80	2	\$153.60
T94N01D PENDANT K	IT FORP3717-PLE IP CAM,	1.5" NPST			
Axis Communications	DIR-5504-821	\$99.00	\$76.80	2	\$153.60
T91D61 WALL MOUNT	, AL WH W/1.5" NPS THREA	D FOR FIX			
Axis Communications	DIR-5017-641	\$89.00	\$69.04	2	\$138.08
T91A64 CORNER BRA	ACKETFOR Q6032-E PTZ + F	P55340			
Axis Communications	DIR-02172-004	\$79.00	\$61.29	1	\$61.29
MIDSPAN, POE, SING	LE PORT,IEEE 802.3AT, TYP	E 2 CLA			
Axis Communications	DIR-01752-004	\$3,299.00	\$2,559.28	1	\$2,559.28
Q6075-E 60HZ IP CAM	1 PTZ 1080PHDTV, OUTDOC	PR,40X OPT			
Axis Communications	DIR-5506-951	\$219.00	\$169.89	1	\$169.89
T91G61 WALL MOUNT	Г				
Axis Communications	DIR-5900-334	\$159.00	\$123.35	1	\$123.35
T8134 MIDSPAN 60W					
Axis Communications	DIR-02315-001	\$69.00	\$53.53	1	\$53.53
AXIS TU8001 ETHERN	IET SURGEPROTECTOR HE	ELPS REDUCEDO			
Cambium	C058900B701A	\$451.63	\$451.63	1	\$451.63
ePMP Bridge in a Box I	UHD 5 GHz				
Mier	BW-SL181610	\$316.85	\$316.85	1	\$316.85
Indoor/Outdoor Electric	al Enclosure, Non-Metallic,				
	MISC-HARDWARE		\$951.04	1	\$951.04
Miscellaneous Hardwai	re				

Date:

4/18/2025

Manufacturer	MPN	MSRP	Unit Price	Quantity	Row Total
	MCA-SEC-IN-LABOR- R4		\$134.78	21	\$2,830.38
Initial Installation Labor	•				
	MCA-SEC-PM-LABOR- R4		\$212.11	5	\$1,060.55
Project Management L	abor				
	MCA-SEC-IN-CONFIG- R4		\$170.13	3	\$510.39
Install Configuration Staging Programming					
PANDUIT	PUP6004YL-WLPZ	\$1,178.56	\$1,177.05	1	\$1,177.05
PANDUIT PUP6004YL-WLPZ 23-4P UTP-CMP SOL BC CAT6 IP5 FEP/FRPVC YELLOW REELEX TX6000 LIMITED POWER					

Subtotal: \$13,558.87

# **System Investment**

Purchase Price, Excluding Taxes:

Estimated Taxes:
\$0.00

Purchase Price, Including Taxes:
\$13,558.87

# **Service Level Agreement**

For this system we are proposing: SecurePlan with coverage for 36 Months

The proposal SecurePlan option is billed Annually at \$1,539.84

I am interested in SecurePlan:	
The terms and conditions of SecurePlan can be previewed at this link: LINK	

A SecurePlan contract to be sent closer to the start date for signature.

#### IN SECURITY THERE ARE NO SECOND CHANCES.

A crisis is no time to discover system errors. That's why it's critical to your business to have full coverage with SecurePlan from MCA. SecurePlan is an exclusive program designed to match your growing security needs and ensure maximum uptime in a cost-effective manner. Superior to any warranty on the market. SecurePlan keeps you one step ahead of your overall security needs with proactive system issue resolution, guaranteed same-day response, and warranty device replacement, all backed by our "Service First DNA" culture. MCA is committed to a personal level of service and support. Here are eight critical reasons to consider SecurePlan:

PRIORITY DISPATCH WITH GUARANTEED SAME-DAY RESPONSE Only SecurePlan clients receive a priority dispatch with a guaranteed same-day service response. If you have requested a service call before noon on a regular business day and an MCA Service Technician fails to respond to your request on the same day, you'll receive a free month of SecurePlan.

LABOR AND TRAVEL COST DURING NORMAL BUSINESS HOURS IS INCLUDED Never receive surprise expenses with SecurePlan. From 8:00 am to 5:00 pm CST, the labor costs of repairs and replacement parts are included. This reduces your overhead costs and allows you to budget for a fixed amount.

SECUREPLAN PROVIDES A 10% DISCOUNT ON LABOR RATES What happens if your system needs service after-hours? Because service issues don't run on your schedule, this usually results in costly repairs and fees. However, as a SecurePlan customer, you will have the advantage of a 10% discount on emergency overtime service and system expansion additions.

**DEVICE REPAIR OR REPLACEMENT** SecurePlan covers normal wear and tear, so there is no need to worry about the cost of an expensive NVR or pan-tilt-zoom camera replacement. So whether you're in or out of warranty, SecurePlan ensures device repairs and replacement at no additional cost.

SYSTEM SOFTWARE UPGRADES AND LICENSE FEES Are you getting the latest software updates? What about manufacturer support and technical upgrades? Are there any subscription charges? SecurePlan includes all of these. No need to worry about the latest versions or the cost of an upgrade. MCA's SecurePlan does it for you!

FREE LOANER EQUIPMENT If your system experiences a malfunction, it may need to be repaired by the manufacturer. It is not uncommon for manufacturer repairs to take several weeks, or even a month. That's time you just can't afford to be without your security system. This is yet another example of why SecurePlan is superior to any warranty. While the equipment is off to get repaired, your system stays online with MCA's loaner equipment so you can have peace of mind.

ANNUAL FUNCTIONAL TESTS It is essential to keep your security system operating at peak performance. As a SecurePlan customer, you'll receive annual visits to your business by our trained professionals to review the system and test its overall functionality. If repairs are required, MCA will provide, at no additional charge, repairs to the system and the equipment; we'll even test the batteries and replace them at no additional cost. However, SecurePlan repairs exclude vandalism, tampering, or services performed by persons other than MCA personnel.

NO SURPRISE EXPENSES How do you eliminate costly surprise service expenses? With SecurePlan, take advantage of MCA's exclusive priority dispatch, guaranteed same-day response (if a service call is placed by noon on a business day), annual functional tests, and free loaner equipment. Working together to protect you and your budget from the unexpected, SecurePlan provides clients with much more than a "simple warranty". Because when it comes to security, there are no second chances.

# **Payment Terms**

#### **Payment Terms:**

Except as provided below, all contracted services require payment in full, due upon receipt of invoice. Installation contracts or services in excess of \$5,000 require:

- 1. 30% down payment.
- 2. 100% payment of stored materials upon receipt at MCA's warehouse. Inspection of billed products by Customer at MCA's warehouse will be permitted
- 3. Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges.
- 4. Final charges will be billed upon final completion of the job. All billings shall be net due upon receipt of invoice.

Customer is responsible for all taxes; except if the Customer represents that it is tax exempt under sections 501(a) and 501(c) of the Internal Revenue Code of the United States, and under the applicable laws of any State due any tax. If Customer represents that all sales, use or business taxes or personal property taxes and all fees imposed by municipal, state, and/or federal authorities in connection with the systems and services to be performed or sold by MCA are tax exempt, then Customer agrees to hold MCA harmless from and to indemnify MCA against any of the foregoing charges if the exempt status is incorrect, discontinued, or modified.

#### **Assumptions:**

MCA's proposal is based on the basic investigation of your site together with the available information provided. MCA's goal is to provide the system solution desired; however, MCA reserves the right to make adjustments should we discover that material facts or circumstances relating to the project or specification have been omitted or inadvertently missed at the time of project design, engineering, or during the installation. All adjustments will be formally documented on a revised MCA proposal document if the job has not commenced; or a MCA "Additional Work Authorization" or "Change Order" document if the adjustments are discovered after the work has begun. These documents will be presented for your review and approval.

#### **Post-Installation Service and Support:**

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. MCA's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Warranty will begin upon completion of the installation, or at a time where "beneficial use" of the system occurs; or of any of its' component sub-systems. Upon request, MCA can also provide a customized maintenance plan that fits the customers application and budget. Our value-added service maintenance plans can include all parts and labor to correct system failures, as well as a preventative maintenance program to minimize system downtime.

## **Customer Acceptance**

IN WITNESS WHEREOF, the Parties hereto execute and accept this proposal and agree to be bound by all parts, including the terms and conditions, which together form the complete agreement (hereinafter the "Agreement") between the Parties. The terms and conditions are incorporated by reference as fully set forth herein and available at <a href="Terms and Conditions">Terms and Conditions</a> (the "Terms"). This Agreement is in effect on the date proposal is signed. Customer agrees that it has read the Terms prior to customer's acceptance of this proposal. MCA hereby reserves the right to amend the Terms from time to time and without notice to Customer. This Agreement shall not be binding to MCA unless approved in writing by an Authorized Signer of MCA. In the event of non- approval, the sole liability of MCA shall be to refund to buyer the deposit amount that has been paid to MCA by Customer.

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Agree to Other Terms:	
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#### **MCA Location**

Mobile Communications America, Inc. 4509 Freidrich Lane Suite 110 Austin TX 78744 (512) 892-8801 United States

#### **Delivery Address**

Williamson County - North Campus Facilities 16678 Williamson County North Campus Facilities Attn: Dwayne Grossett 3151 SE Inner Loop Georgetown Texas 78626 (512) 943-1636 United States

#### **Billing Address**

Accounts Payable
Williamson County - North
Campus Facilities
3151 SE Inner Loop
Georgetown Texas 78626
(512) 943-1636
United States

Seller	Customer	
	Steve Snell	
MCA Representative	Printed Name	
	County judge	
Title	Title	
	SmSll	06/10/2025
Approved MCA Authorized Signer	Signature Authorized Signer	Date