

MEETING DATE

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT: Annie Mattox Camera System**

**DEPT / OFFICE: City Manager**

<b>Originator:</b> Dee Johnson		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> City Manager	<b>Date</b> 9/26/2023
<b>Recommended Action:</b> Transfer \$58,729.34 from 001.05.519-090.99.02 ARPA funds to 001.05.519-080.82 aid to private organizations to cover cost of installation and equipment.		
<b>Summary Explanation &amp; Background:</b> Resolution 2022-049 approved the installation of cameras at Annie Mattox Park to benefit the surrounding neighborhoods and curb violence in the area. I request to move \$58,739.34 from ARPA funds to cover the total anticipated costs as follows:  Annie Mattox South: \$41,787.13 Annie Mattox North: \$14,452.21 Ancillary Equipment: \$ 2,000.00 Cellular Service (1 Yr): \$ 500.00 <u>Total Anticipated:</u> \$ 58,739.34		
<b>Alternatives:</b> Reduce coverage of park.		
<b>Source of Funds:</b> ARPA 001.05.519-090.99.02		
<b>Financial Impact:</b> \$58,739.34		
<b>Exhibits Attached:</b> Resolution 2022-049 Motorola quotes		

**CITY COUNCIL RESOLUTION NO. 2022-049**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE APPROPRIATION OF A GRANT TO THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR IMPROVEMENTS TO THE PRIVATE PARK GOVERNED BY THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Annie Mattox Recreation Center, Inc. (hereinafter "AMRC") has requested assistance from the City of Lake City, Florida (hereinafter the "City") toward the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the "Project"); and

**WHEREAS**, the City Council finds that the many benefits of the Project expressed by speakers during public meetings will be experienced by the public in and around the City; and

**WHEREAS**, the City Council finds that installing camera systems on the AMRC property would benefit the surrounding neighborhoods and curb violence; and

**WHEREAS**, the AMRC agrees that the City would retain ownership of any camera systems installed on the AMRC property; and

**WHEREAS**, the City Council finds that awarding a grant to the AMRC for the completion of the Project and the installation of the aforementioned camera systems in accordance with the terms and conditions of the attached *Grant Agreement Between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc.* (hereinafter the "Grant Agreement") is in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The Mayor is authorized to execute the Grant Agreement and the city administration shall initiate the procurement and construction of the Project in accordance with the City Code.

**Section 3.** Severability. If any clause, section, or other part of this


resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** Effective Date. This resolution shall become effective immediately upon passage and adoption.

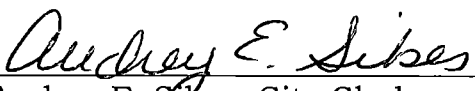
**PASSED AND ADOPTED** at a meeting of the City Council this 6<sup>th</sup> day of June 2022.

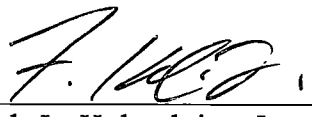
**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By:   
Audrey E. Sikes, City Clerk

By:   
Frederick L. Koberlein, Jr.,  
City Attorney

GRANT AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND  
ANNIE MATTOX RECREATION CENTER, INC.

ENTERED BY \_\_\_\_\_

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of June 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantee"), Collectively the City and Grantee shall be referred to as "Parties" or individually as a "Party".

**WHEREAS**, the Grantee has requested assistance from the City towards the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the "Project"); and

**WHEREAS**, the City Council finds that the many benefits of the Project expressed by speakers during public meetings will be experienced by the public in and around the City; and

**WHEREAS**, the City Council finds that completion of the Project and the installation of camera systems on the Grantee's property is in the public's best interest; and

**WHEREAS**, the Grantor agrees that the City will retain ownership of the camera systems installed on the Grantee's property; and

**WHEREAS**, the Parties desire to memorialize their understanding of an



agreement and the intentions and obligations of the Parties.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals:** The above recitals are all true and accurate and are incorporated herein and made a part of this Agreement.

2. **Term of Agreement:** Land owned by the Grantee, which is benefited by the City's grant funds and the Project shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public.

3. **Obligations of Parties:**

A. The City shall be obligated to ensure each of the following:

- i. Procure and fund the services and commodities determined to be necessary for the Project. The City shall have the sole and absolute discretion to determine the necessary services and commodities to achieve the Project.
- ii. Retain ownership of the camera system installed on the Grantee's property.
- iii. Maintain the city-owned camera system for a minimum period of ten (10) years from the date of this Agreement.
- iv. Provide a legal description for an easement to install and maintain the city-owned camera system.

B. The Grantee shall be obligated to ensure each of the following:

- i. Compliance with Florida's Sunshine Law for all meetings of the Grantee.
- ii. Subject any vendor, volunteer, individual, or entity directly representing the Grantee to a Level 2 screening as described in Florida law, section 435.04, Florida Statutes, prior to the representation of the Grantee.
  - a. Level 2 screening will be required every five (5) years from the date of the most recent screenings.
  - b. Any vendor, volunteer, individual, or entity who provides evidence and verification of their passing a Level 2 screening as set forth in State law within the immediate past five (5) years will not be required to undergo an additional criminal history check.
- iii. Provide access to the Project site for the term of this Agreement to allow the installation, and maintenance of the city-owned camera systems, by execution of the attached Easement Deed. With the exception of those encumbrances specifically deferred or excepted by the City and identified within the Easement, the Grantee shall convey title to the real property comprising the Easement that is marketable and free and clear of all liens and encumbrances at the time of donation.

iv. Execute the completed Execution Deed within seven (7) days of presentation by the City.

v. Maintain the improvements to the basketball courts and tennis courts.

4. **Indemnification:** Nothing contained herein shall constitute a waiver by the City of its sovereign immunity or the provisions of section 768.28, Florida Statutes.

5. **Annual Appropriation:** The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated with the Project may be rescinded with proper notice at the discretion of the city administration if appropriations are reduced or eliminated.

6. **Default/Termination/Force Majeure:** The City may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the City terminates the Agreement for convenience, the City shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

7. **Record Keeping/Audit:** The Grantee shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

8. **Signage:** Grantee shall allow for an informational sign to be erected on the Project site which credits funding, or a portion thereof, to the City for the duration of the project construction. The sign must be visible at the Project site for a minimum of twenty-five (25) years after the Project is complete.

9. **Notice:** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by the recipient.

10. **Contacts:** Any and all notices required by this Agreement shall be delivered to the Parties at the following addresses:

The City:

City Manager, City of Lake City
205 North Marion Ave
Lake City, Florida 32055
Telephone No.: 386/719-5826 or 386/719-5756

The Grantee:

Lawanda Austin, President
P.O. Box 1721
Lake City, Florida 32056

11. **Insurance:** Grantor agrees to have Grantee added as an additional insured to any agreements with Contractors performing services in furtherance of this Agreement.

12. **Physical Access and Inspection:** City has the right to inspect the

Project at any reasonable time. City personnel and contractors shall be provided access to any location or facility, equipment, materials or documents required in performance of any work pursuant to this Agreement.

13. **Execution in Counterparts and Authority to Sign:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Lease.

14. **Severability Clause:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Columbia County, Florida.

15. **Entire Agreement:** This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

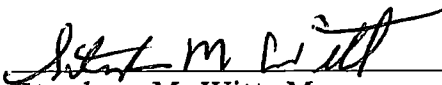
16. **Effective and Binding:** This Agreement shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

17. **Effective Date:** It is agreed by City and Grantee that the effective date is that date first written above.

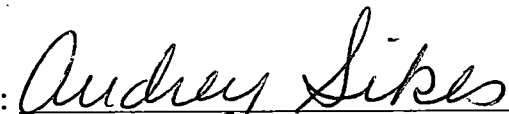
*[Remainder of page left blank intentionally. Signature page to follow.]*

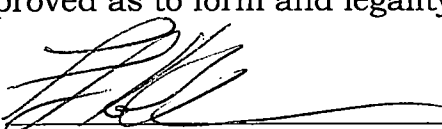
**IN WITNESS WHEREOF**, the parties hereto have made and executed  
this Agreement as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

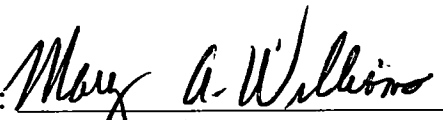
By:   
Stephen M. Witt, Mayor

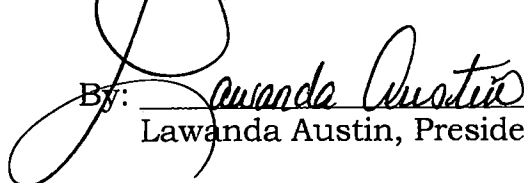
ATTEST:

By:   
Audrey Sikes, City Clerk

Approved as to form and legality:  
By:   
Frederick L. Koberlein, Jr.,  
City Attorney

**ANNIE MATTOX RECREATION  
CENTER, INC.**

By:   
Mary A Williams, Secretary

By:   
Lawanda Austin, President

Return to:  
City of Lake City, Florida  
Attn: City Clerk  
205 N. Marion Ave  
Lake City, Florida 32055

This instrument prepared by:  
Koberlein Law Offices  
855 SW Baya Drive  
Lake City, FL 32025

Inst: 202312006940 Date: 04/20/2023 Time: 12:48PM  
Page 1 of 5 B: 1488 P: 2049, James M Swisher Jr, Clerk of Court  
Columbia County, By: VC  
Deputy Clerk Doc Stamp-Deed: 0.70

### **EASEMENT DEED**

THIS INDENTURE, made this 14<sup>th</sup> day of July, 2022, the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantor"), and City of Lake City, Florida, a municipal corporation, having a mailing address of 205 N. Marion Ave, Lake City, Florida 32055, (hereinafter referred to as the "Grantee").

### **WITNESSETH:**

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in "Exhibit A" attached hereto and incorporated herein (the "Property").

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of the Property as to Grantor's interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of installing a camera system. These alterations shall include, but are not limited to, installing a camera system, relocating the existing fence on the property, installing a gate to encompass the utility easement together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee,



its successors and assigns, for the purpose of exercising its rights provided for herein.

**TO HAVE AND TO HOLD** the same unto the said Grantee, its successors and assigns, forever.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed under corporate seal on the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**ANNIE MATTOX RECREATION CENTER,  
INC.**

Al Nelson (Treasurer)  
Witness' Signature

By: Lawanda Austin  
Lawanda Austin, President

AL NELSON  
(type or print name)

ATTEST:

Marguis Turner  
Witness' Signature

By: Mary A. Williams  
Mary A. Williams, Secretary

Marguis Turner  
(type or print name)

**STATE OF FLORIDA**  
**COUNTY OF** Columbia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of July, 2022 by Lawanda Austin, President of Annie Mattox Recreation Center, Inc., and Mary A. Williams, Secretary of Annie Mattox Recreation Center, Inc., who are either personally known to me or produced as identification.

Margo B. Combs  
Notary Public - Signature

Margo B. Combs  
Notary Name - Printed



MARGO B. COMBS  
Notary Public - State of Florida  
My Comm. Exp. February 17, 2023  
Commission # GG 302765

## EXHIBIT A

Parcel #11711-001

### SURVEYOR'S DESCRIPTION:

COMMENCE at the Southwest corner of Block 4 of RICHARDSON PARK, a subdivision recorded in Plat Book 2, Page 67 of the public records of Columbia County, Florida, and run South  $00^{\circ}57'42''$  East, a distance of 40.01 feet to a point on the Westerly extension of the South right-of-way line of NE Denver Street; thence North  $88^{\circ}00'37''$  East, along said Westerly extension and the South right-of-way line of NE Denver Street, a distance of 57.29 feet to the POINT OF BEGINNING; thence continue North  $88^{\circ}00'37''$  East, along said South right-of-way line of NE Denver Street, a distance of 378.12 feet to a point on the West right-of-way line of NE Patterson Avenue; thence South  $00^{\circ}30'08''$  West, along said West right-of-way line of NE Patterson Avenue, a distance of 933.34 feet to a point on the North right-of-way line of NE Annie Mattox Street; thence North  $78^{\circ}24'15''$  West, along said North right-of-way line of NE Annie Mattox Street, a distance of 420.75 feet to a point on the East right-of-way line of NE Center Avenue; thence North  $01^{\circ}04'21''$  West, along said East right-of-way line of NE Center Avenue, a distance of 438.18 feet; thence North  $00^{\circ}57'21''$  West, still along said East right-of-way line of NE Center Avenue, a distance of 200.54 feet to the Southwest corner of Lot 4 of FUTCH'S, a subdivision recorded in Plat Book 2, Page 37 of the public records of Columbia County, Florida; thence North  $88^{\circ}00'37''$  East, along the South line of said Lot 4 of FUTCH'S, a subdivision recorded in Plat Book 2, Page 37 of the public records of Columbia County, Florida, a distance of 13.68 feet to the Southeast corner of said Lot 4 of FUTCH'S, a subdivision recorded in Plat Book 2, Page 37 of the public records of Columbia County, Florida, said point also being a point on the old West right-of-way line of Georgia Southern and Florida Railroad Wye; thence North  $11^{\circ}35'46''$  East, along said old West right-of-way line of Georgia Southern and Florida Railroad Wye, being also the East line of Lot 4 of FUTCH'S, a subdivision recorded in Plat Book 2, Page 37 of the public records of Columbia County, Florida, a distance of 200.61 feet to the POINT OF BEGINNING. Containing 8.43 acres, more or less.

DESCRIPTION:

O.R.B. 179, Pages 393-395

Lots 2, 3, 5, 6, 9, 10, 16, 17 and 20, of Futch's Subdivision in the East 1/2 of the Southeast 1/4 of Section 29, Township 3 South, Range 17 East, being more particularly described as commencing at the Southeast corner of the Northeast 1/4 of Southeast 1/4, Section 29, Township 3 South, Range 17 East, and run North 56° West along the East line of said Northeast 1/4 of Southeast 1/4, 345 feet, thence South 89°59' West 268 feet to a point on the West line of Patterson Street, and to the POINT OF BEGINNING, and run thence South 56° East along the West line of said Patterson Street 943 feet to the right of way line of G.S. & F. Railroad Wye, thence run Northwesterly along said right of way line to the South line of Denver Street, thence North 88°59' East 306.3 feet to the POINT OF BEGINNING.

AND ALSO

O.R.B. 344, Page 201

All that piece or parcel of land situate, lying and being in the Southwest quarter of the Southeast quarter and Northeast quarter of the Southeast quarter and Southeast quarter of the Southeast quarter of Section 29, Township 3 South, Range 17 East, in the County of Columbia, State of Florida, and being more particularly described as follows, to-wit:

BEGINNING at a point in the northerly boundary of the right of way of the Georgia Southern and Florida Railway Company for its main track as it runs between Palatka, Florida, and Valdosta, Georgia, said beginning point being 25 feet northwardly, measured at a right angle, from a point in the center line of said main track, said center line point being 685 feet westwardly, measured along said center line, from Milepost 212; and go thence, along a curve to the left (radius 548.69 feet, chord North 59°30' East, 775.96 feet) 861.88 feet; thence North 14°30' East, 330.24 feet; thence due East 77.47 feet; thence South 14°30' West, 349.63 feet; thence along a curve to the left (radius 523.69 feet, chord South 30°30' East, 740.61 feet) 822.61 feet; thence South 14°30' West, 25 feet to a point which is 25 feet northwardly, measured at a right angle, from the center line of the said main track of the Georgia Southern and Florida Railway Company; thence North 75°30' West, along a line which is parallel to and at all points 25 feet, measured at right angles, from the center line of said main track, 1147.38 feet, more or less, to the POINT OF BEGINNING.

LESS AND EXCEPT

O.R.B. 396, Page 170

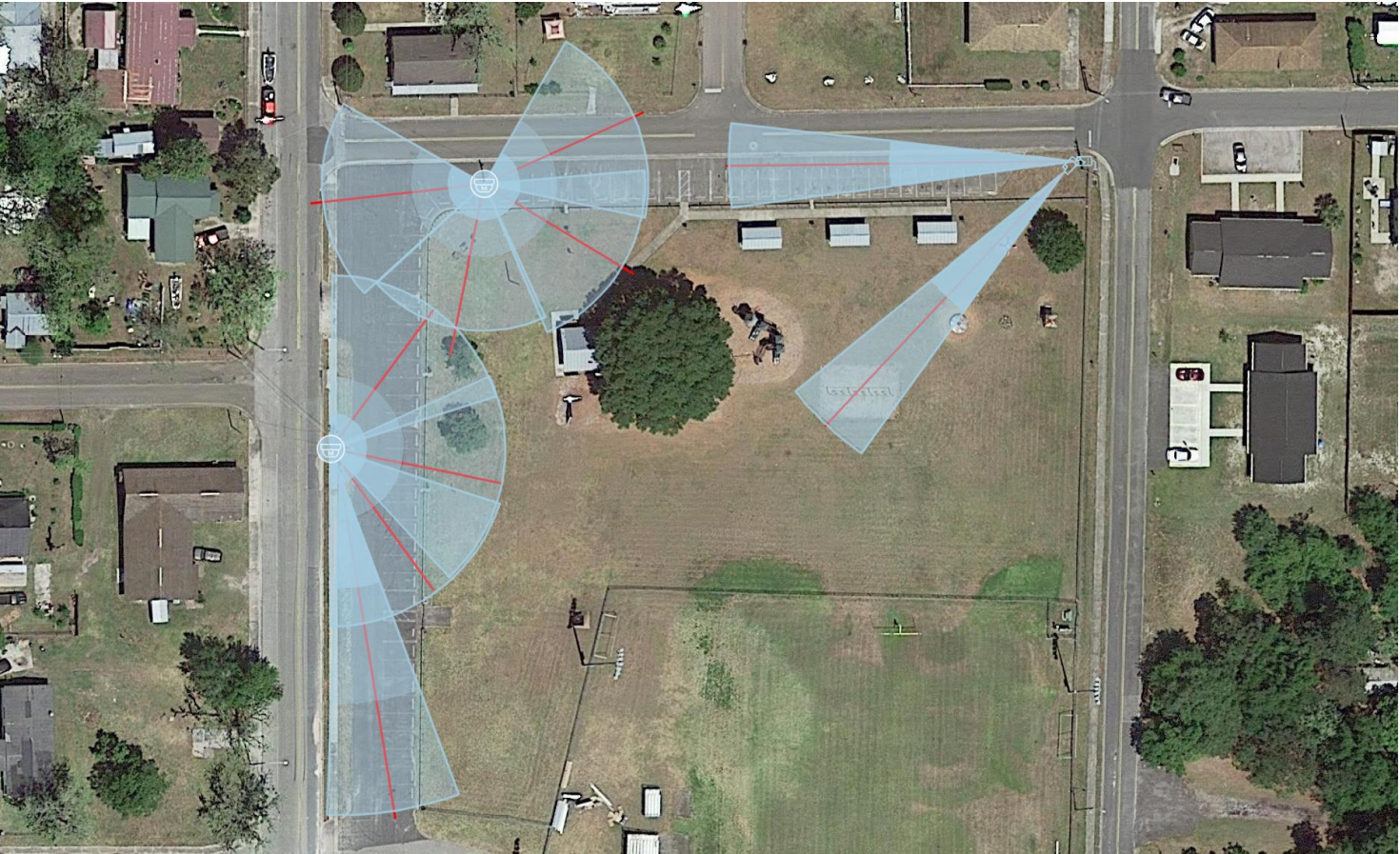
COMMENCE at the Northeast corner of Block 6 of WASHINGTON PARK SUBDIVISION, thence run South 0°11'15" East 163.00 feet for a POINT OF BEGINNING; thence continue South 0°11'15" East 278.92 feet to the North right-of-way line of the G.S. & F. Railroad right-of-way; thence run North 77°23'30" West along the North boundary of the railroad right-of-way 258.55 feet; thence run North 2°12'30" East 223.03 feet; thence run North 89°37' East 243.03 feet to the POINT OF BEGINNING.





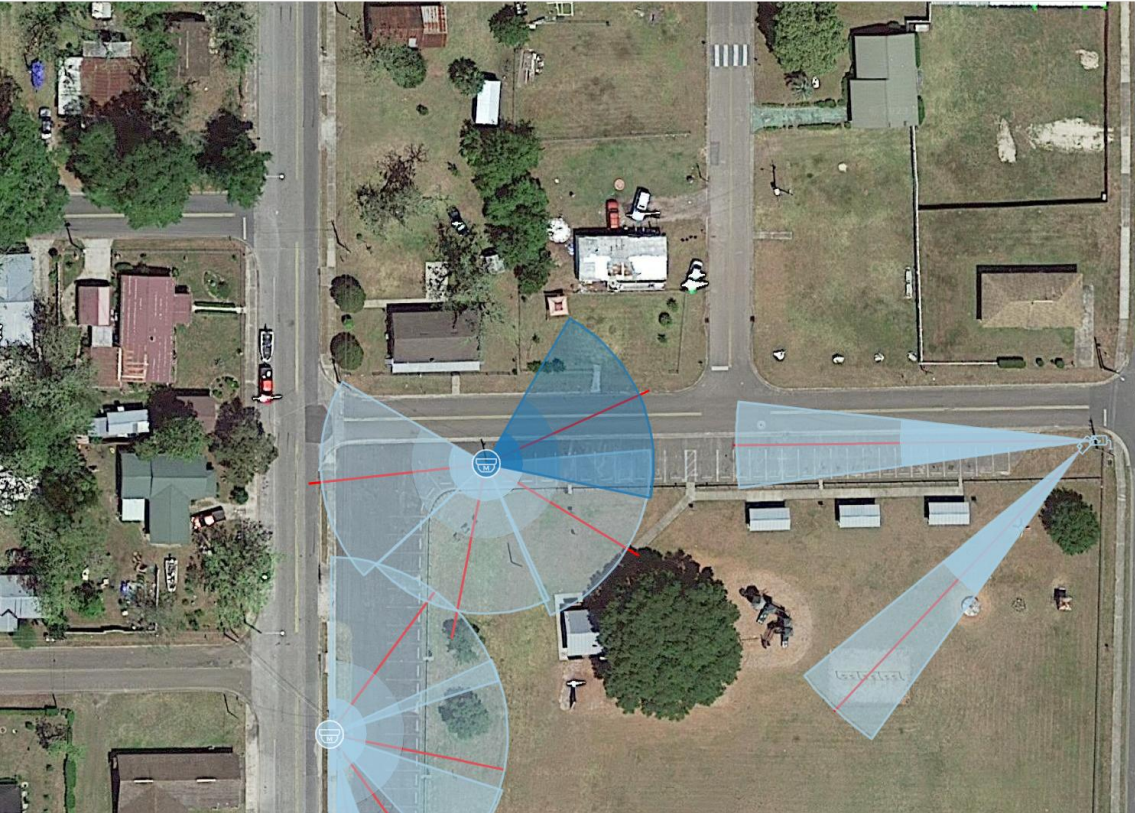
# IPVM Designer Calculation | March 7, 2023

## Overview




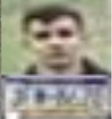
## Camera 3: Imager 1

 Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
HxV: 72° Distance: 93ft Width: 116.7ft PPF: 22.2  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



22.2 ppf  
93 ft  
Away

Warning: results may vary depending on light and camera



Camera 3: Imager 2



Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP

HAoV: 72° Distance: 91ft Width: 114.4ft PPF: 22.7

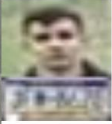
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft






Day - Ideal

Dark With IR




22.7 ppf  
91 ft  
Away

Warning: results may vary depending on light and camera



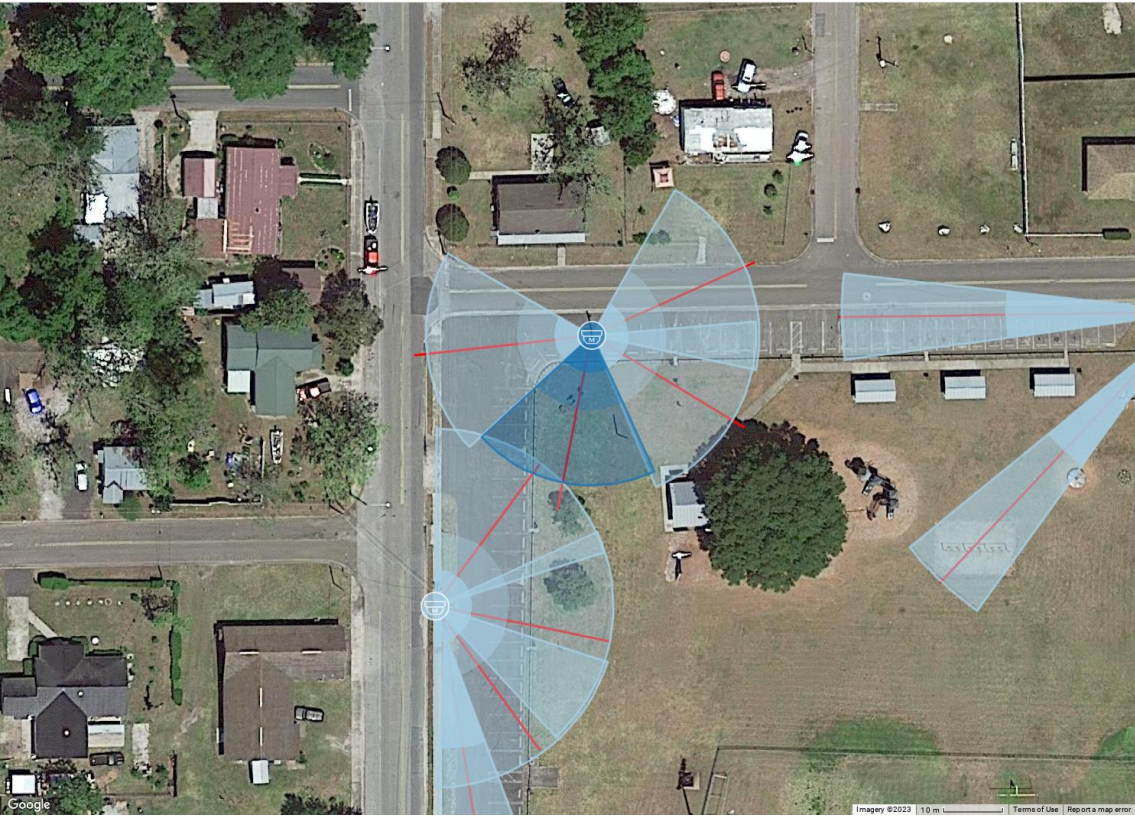
Camera 3: Imager 3




Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP

HAoV: 72° Distance: 83ft Width: 104.2ft PPF: 24.9

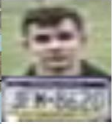
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft






Day - Ideal

Dark With IR




24.9 ppf  
83 ft  
Away

Warning: results may vary depending on light and camera

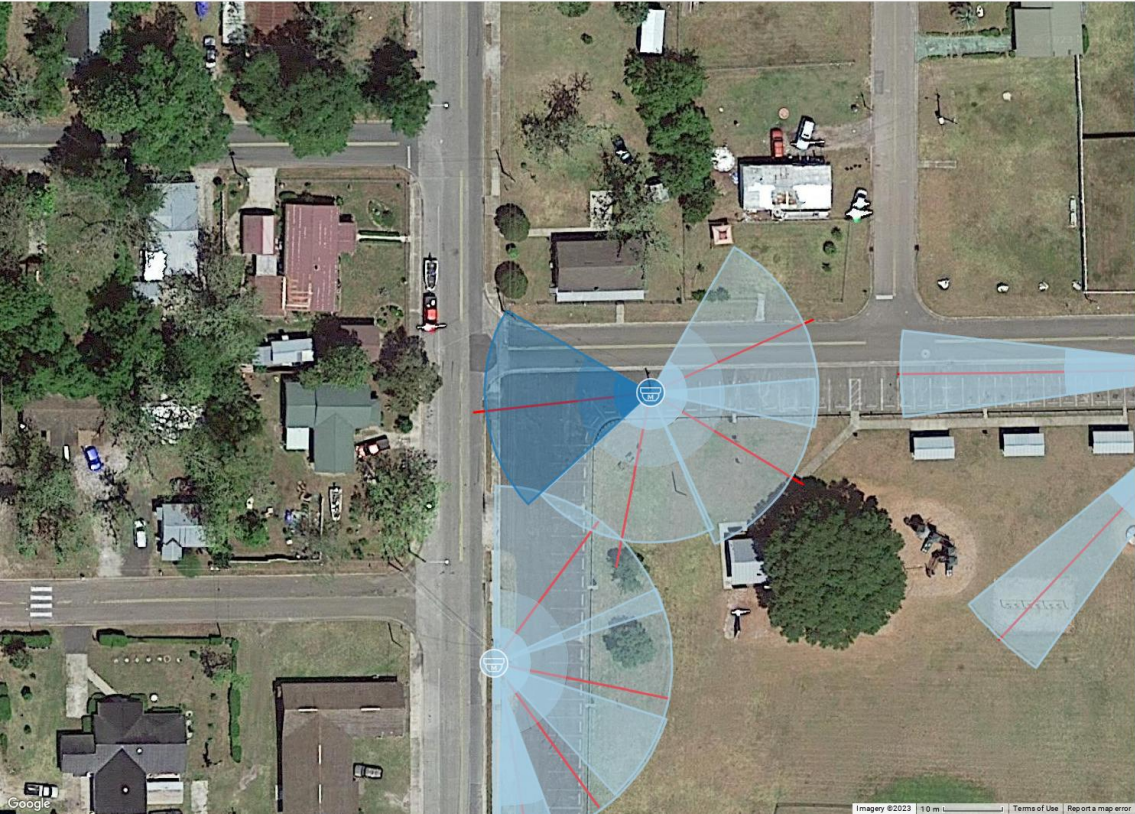





Camera 3: Imager 4

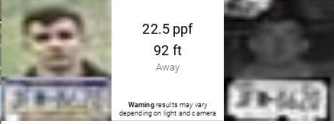


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 92ft Width: 115.2ft PPF: 22.5  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft





Day - Ideal



Dark With IR

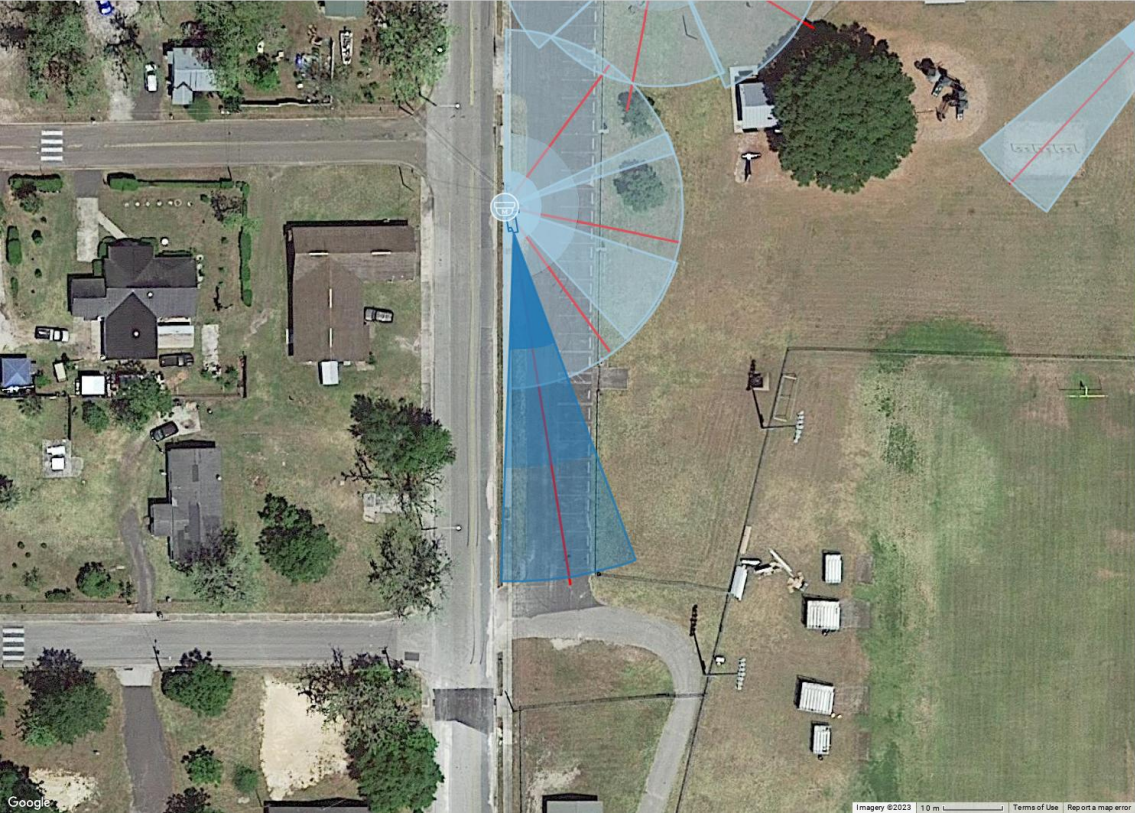
22.5 ppf  
92 ft  
Away


Warning: results may vary depending on light and camera

Camera 3




Model: Avigilon 4.0C-H5A-BO2-IR Resolution: 2560x1440  
H AoV: 23° Distance: 193ft Width: 76.0ft PPF: 33.7  
Imager: 1/2.8" Focal Length: 9 - 22mm Camera Height: 10.00ft Tilt: -6.35° Scene Height: 10.00ft





Day - Ideal



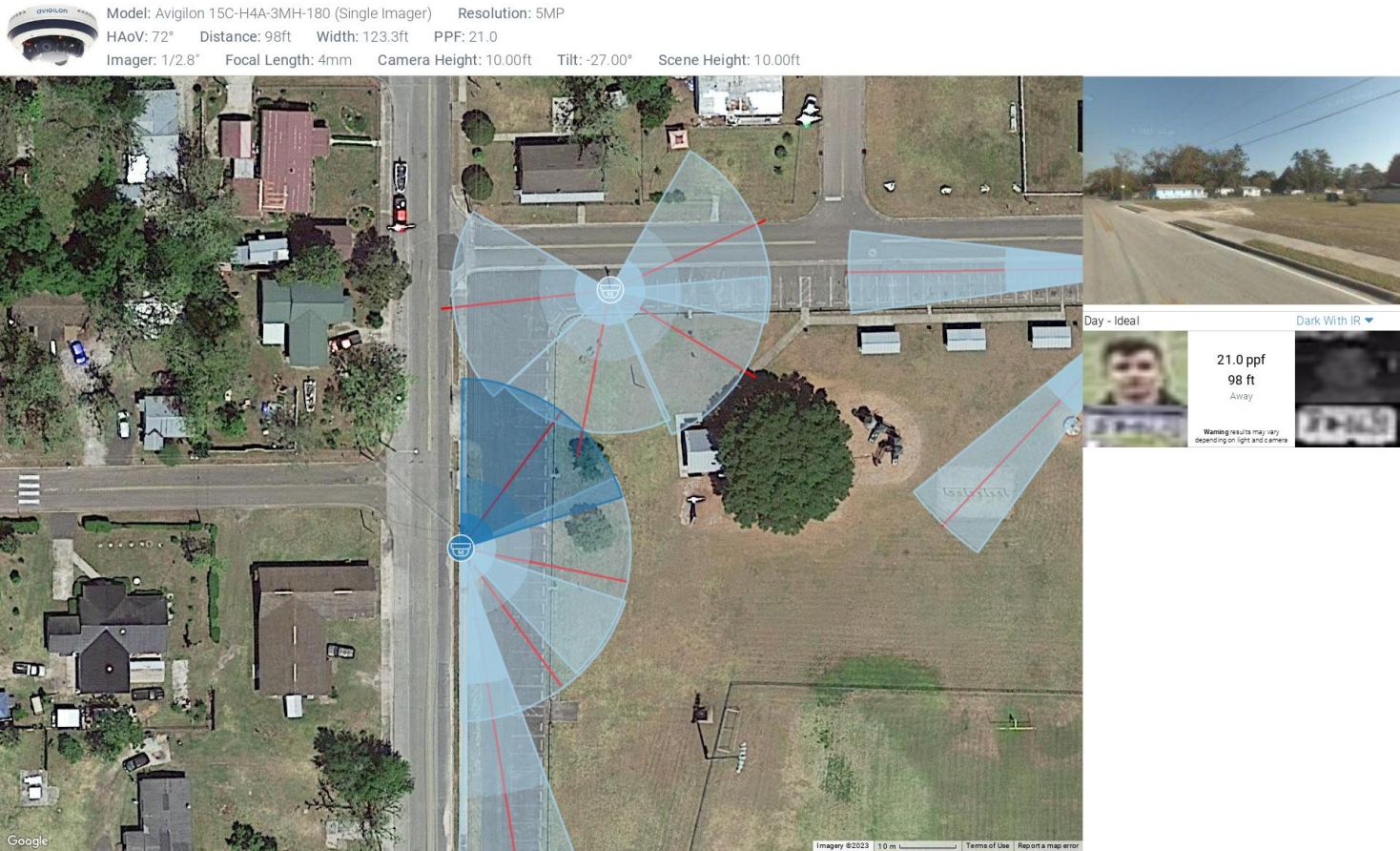
Dark With IR

33.7 ppf  
193 ft  
Away

Warning: results may vary depending on light and camera



Camera 3: Imager 1




Camera 3: Imager 2

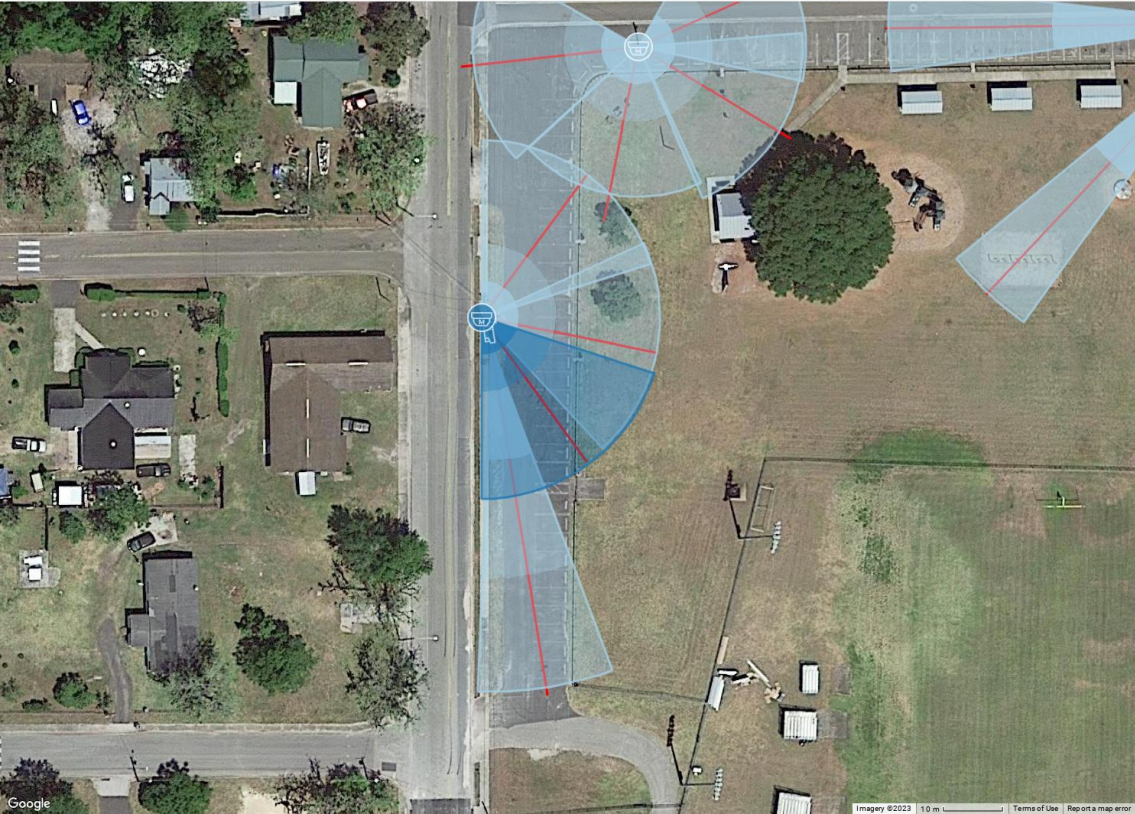





Camera 3: Imager 3

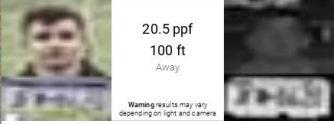


Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 100ft Width: 126.3ft PPF: 20.5  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft





Day - Ideal



Dark With IR

20.5 ppf  
100 ft  
Away

Warning: results may vary depending on light and camera

Camera 4



Model: Avigilon 4.0C-H5A-B02-IR Resolution: 2560x1440  
H AoV: 15° Distance: 196ft Width: 51.6ft PPF: 49.6  
Imager: 1/2.8" Focal Length: 9 - 22mm Camera Height: 10.00ft Tilt: -4.24° Scene Height: 10.00ft





Day - Ideal



Dark With IR

49.6 ppf  
196 ft  
Away

Warning: results may vary depending on light and camera



Camera 5

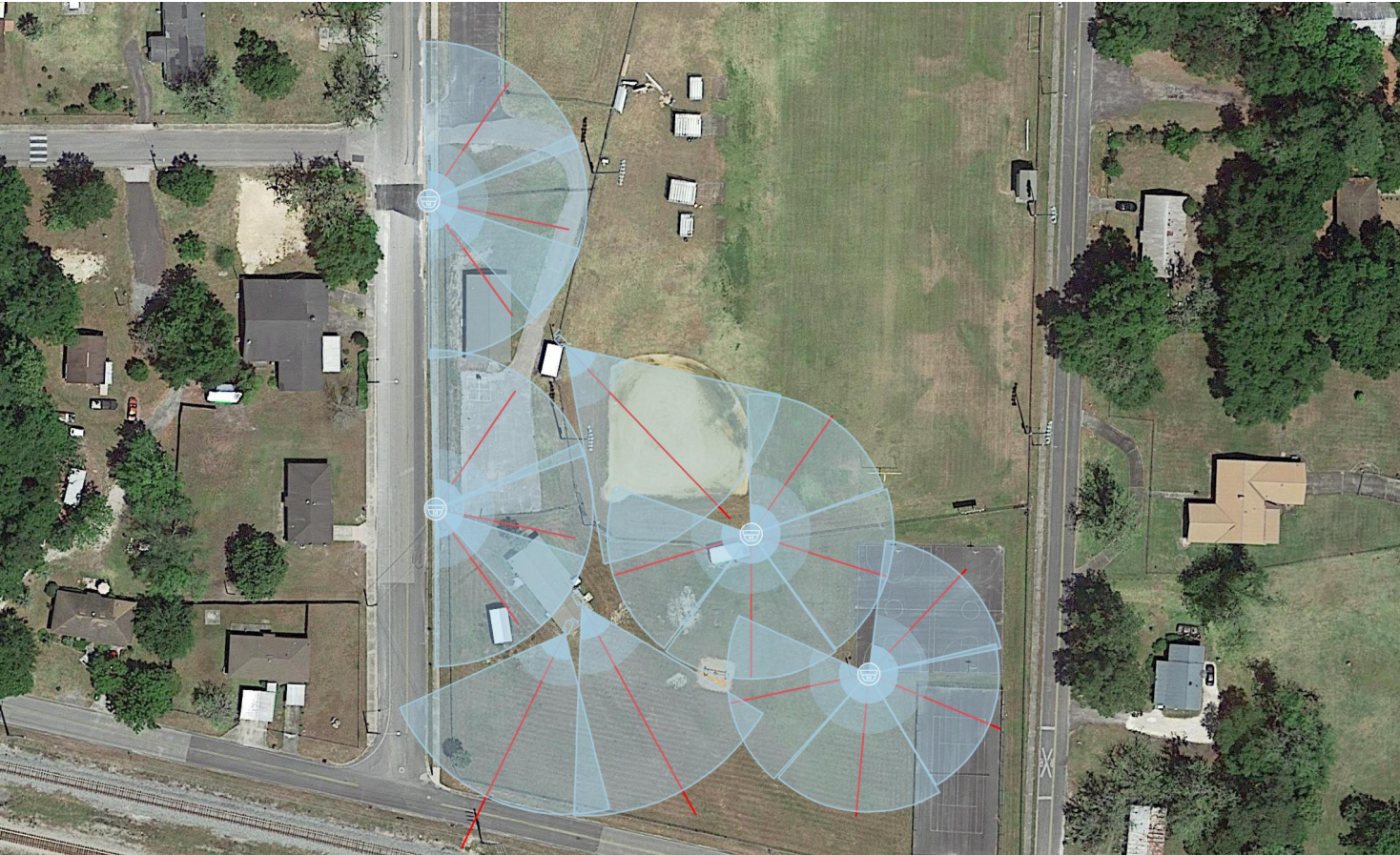


This presentation is an output of the IPVM Designer / Calculator but is the work product of the individual who created it. IPVM does not guarantee nor warranty the work therein nor its implementation. Issues that may impact actual performance include but are not limited to lighting conditions, lens quality, and compression level.



# IPVM Designer Calculation | March 7, 2023


## Overview



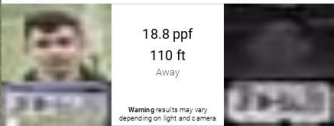
## Camera 3: Imager 1

Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
HxV: 72° Distance: 110ft Width: 137.9ft PPF: 18.8  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft





Day - Ideal




Dark With IR

18.8 ppf  
110 ft  
Away

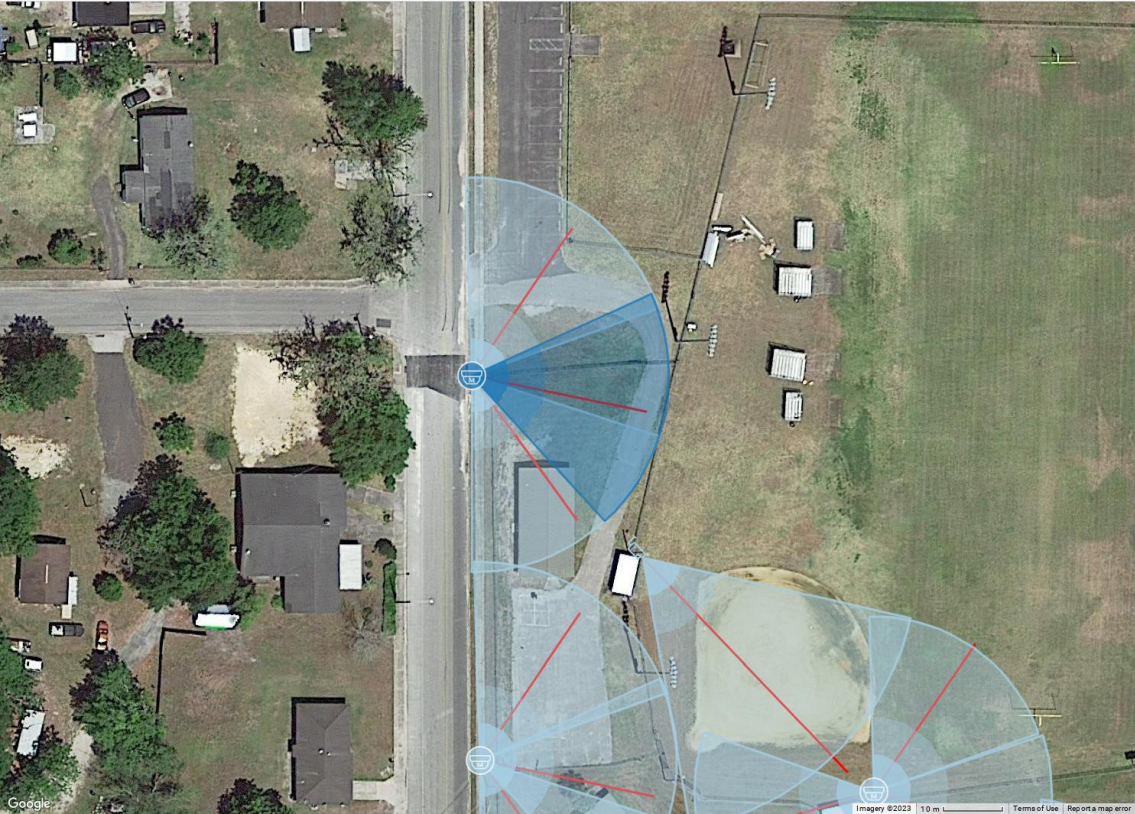
Warning: results may vary depending on light and camera




Camera 3: Imager 2



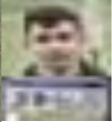
Model: Avigilon 15C-H4A-3MH-180 (Single Imager)   Resolution: 5MP  
H AoV: 72°   Distance: 109ft   Width: 137.2ft   PPF: 18.9  
Imager: 1/2.8"   Focal Length: 4mm   Camera Height: 10.00ft   Tilt: -27.00°   Scene Height: 10.00ft






Day - Ideal

Dark With IR



18.9 ppf  
109 ft  
Away

Warning: results may vary depending on light and camera.



Camera 3: Imager 3



Model: Avigilon 15C-H4A-3MH-180 (Single Imager)   Resolution: 5MP  
H AoV: 72°   Distance: 109ft   Width: 136.9ft   PPF: 18.9  
Imager: 1/2.8"   Focal Length: 4mm   Camera Height: 10.00ft   Tilt: -27.00°   Scene Height: 10.00ft





Day - Ideal

Dark With IR



18.9 ppf  
109 ft  
Away

Warning: results may vary depending on light and camera.

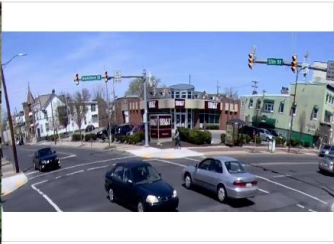
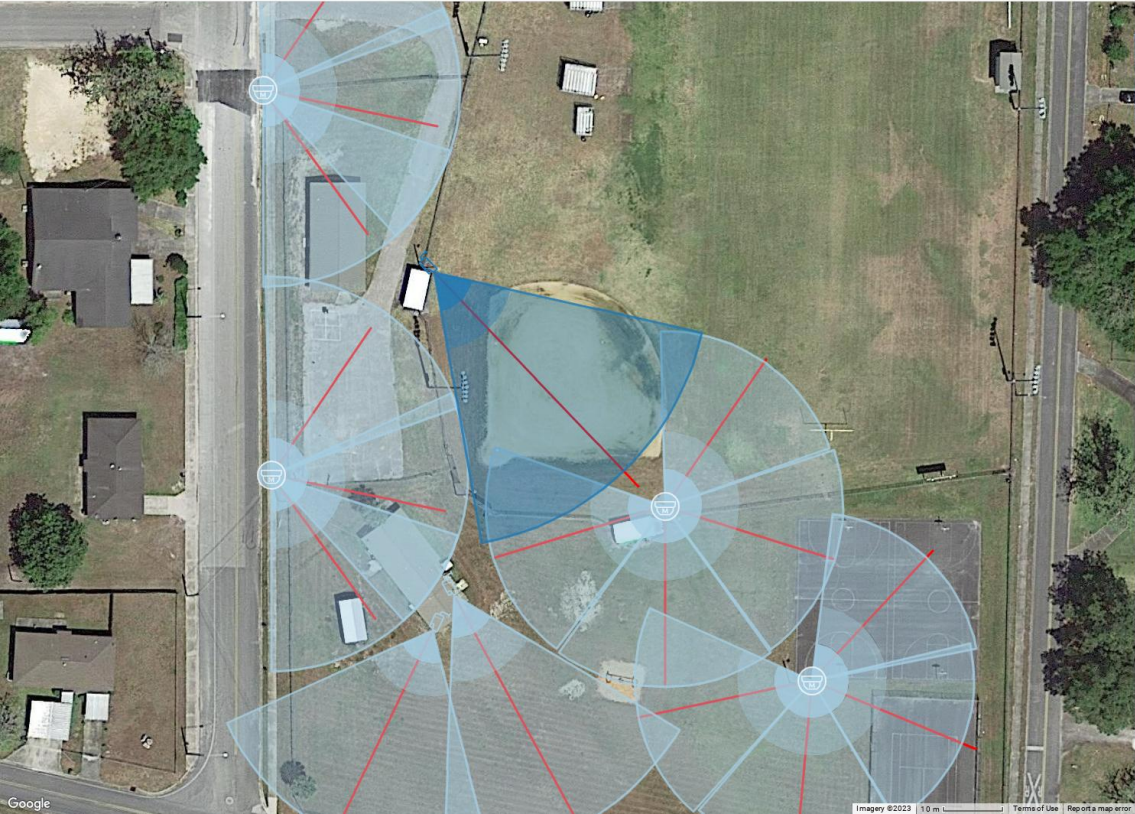




Camera 5



Model: Avigilon 4.0C-H5A-BO1-IR    Resolution: 2560x1440  
H AoV: 67°    Distance: 152ft    Width: 178.5ft    PPF: 14.3  
Imager: 1/2.8"    Focal Length: 3.3 - 9mm    Camera Height: 10.00ft    Tilt: -18.90°    Scene Height: 10.00ft



Day - Ideal

Dark With IR

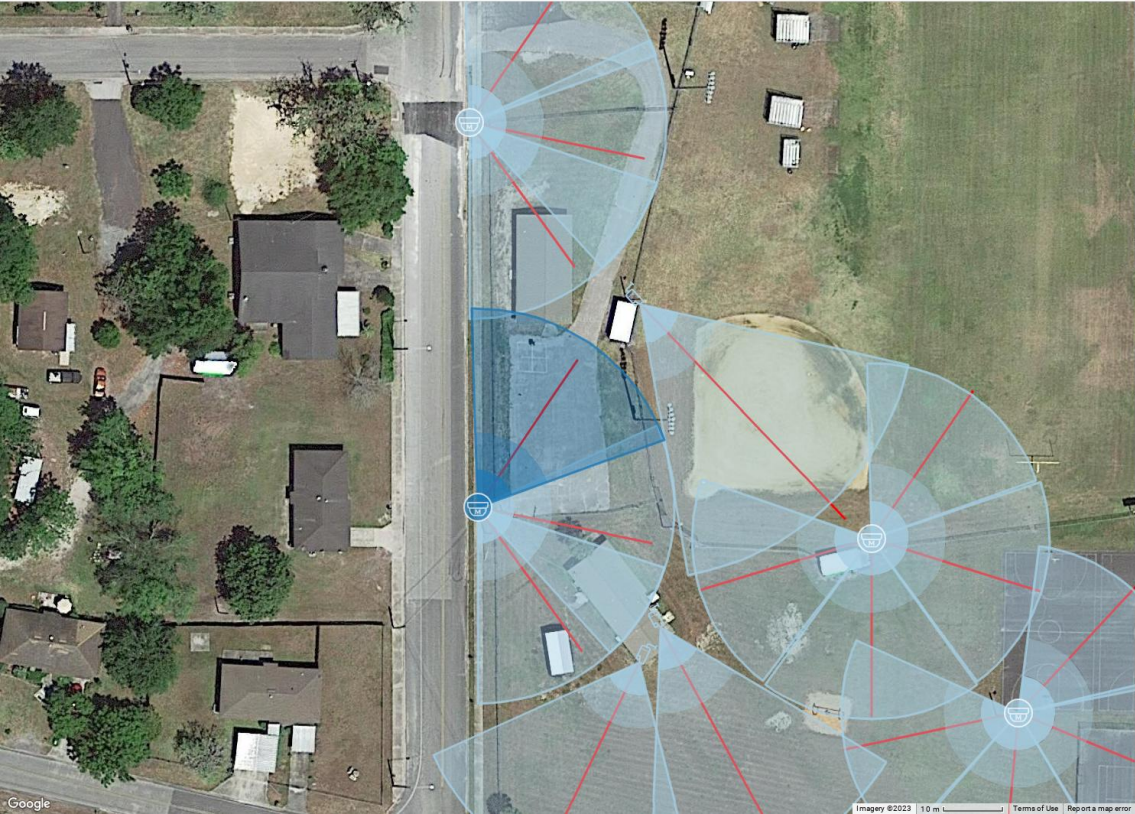
14.3 ppf  
152 ft  
Away

Warning: results may vary depending on light and camera

Camera 6: Imager 1



Model: Avigilon 15C-H4A-3MH-180 (Single Imager)    Resolution: 5MP  
H AoV: 72°    Distance: 110ft    Width: 137.9ft    PPF: 18.8  
Imager: 1/2.8"    Focal Length: 4mm    Camera Height: 10.00ft    Tilt: -27.00°    Scene Height: 10.00ft



Day - Ideal


Dark With IR

18.8 ppf  
110 ft  
Away

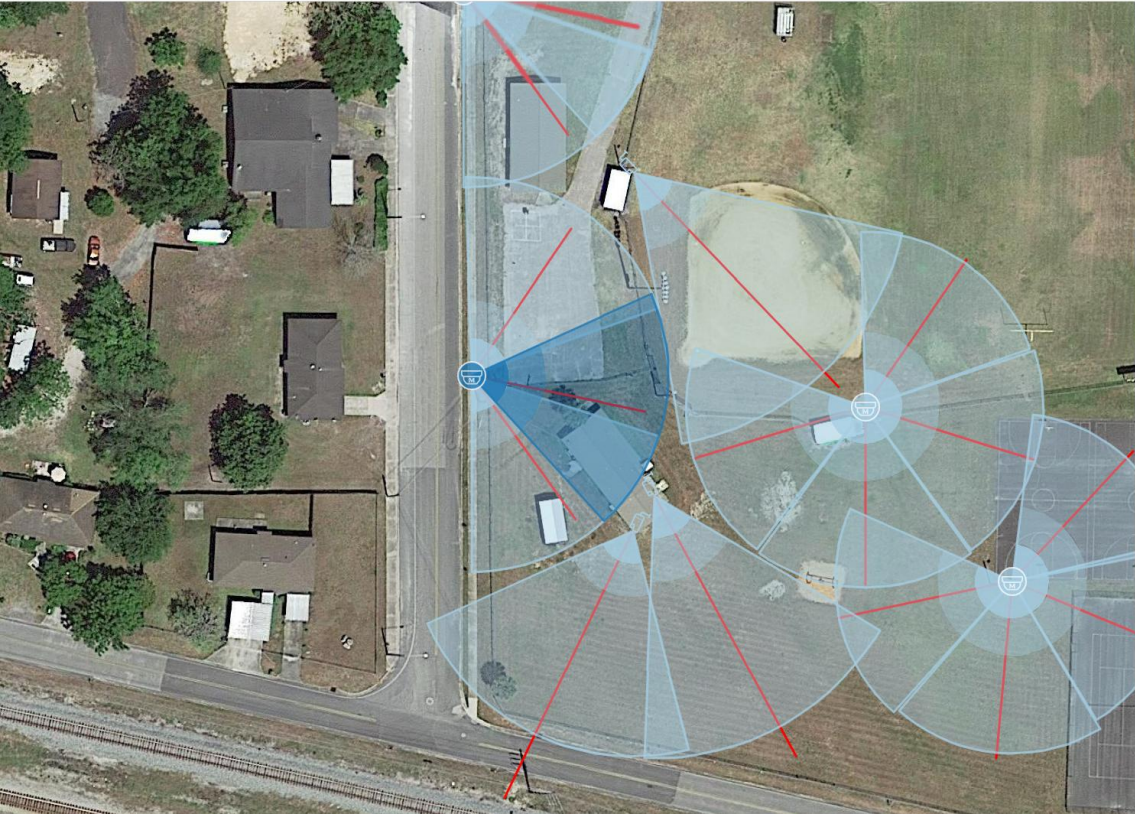
Warning: results may vary depending on light and camera




Camera 6: Imager 2

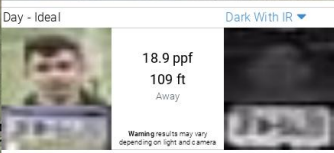


Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 109ft Width: 137.2ft PPF: 18.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft

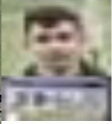




Day - Ideal




Dark With IR



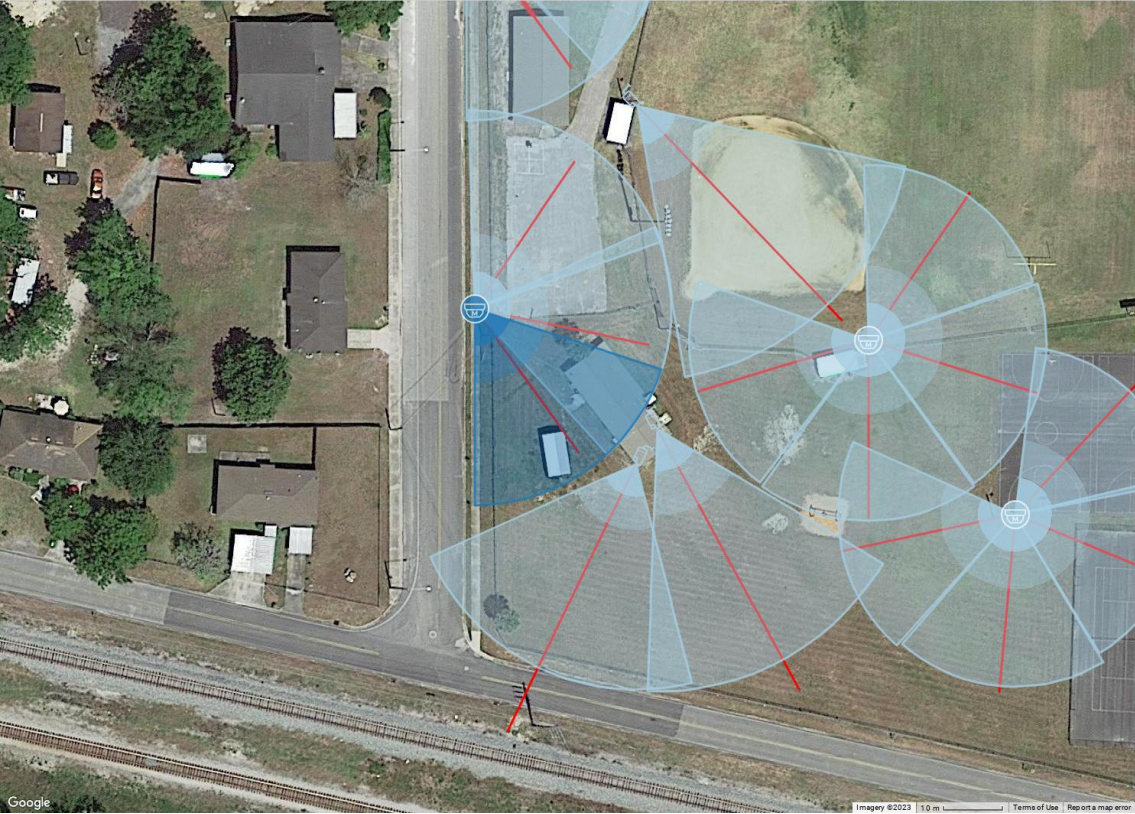
18.9 ppf  
109 ft  
Away


Warning: results may vary depending on light and camera.

Camera 6: Imager 3

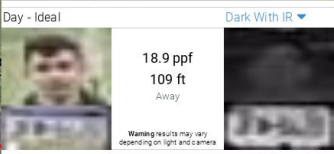


Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 109ft Width: 136.9ft PPF: 18.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft

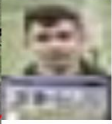




Day - Ideal



Dark With IR



18.9 ppf  
109 ft  
Away

Warning: results may vary depending on light and camera.

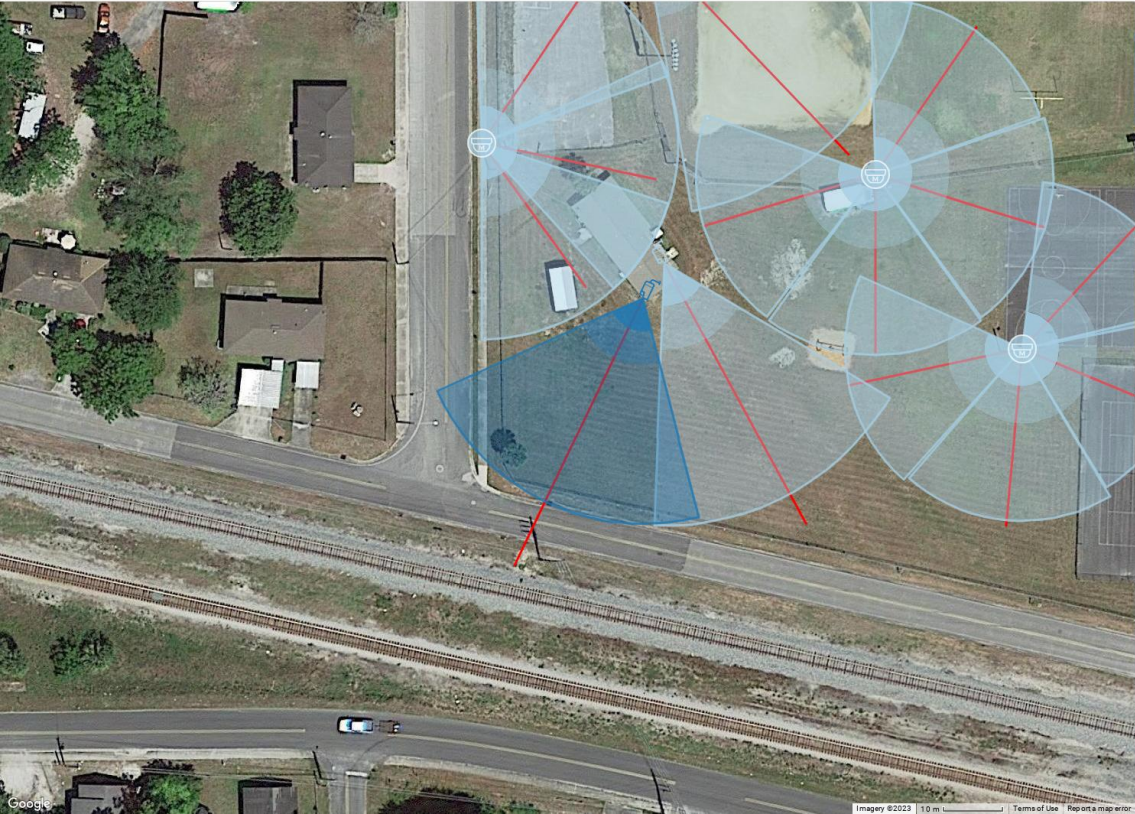
Google Imagery ©2023 10 m Terms of Use Report a map error



Camera 6

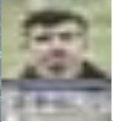


Model: Avigilon 4.0C-H5A-BO1-IR    Resolution: 2560x1440  
HAAoV: 80°    Distance: 125ft    Width: 174.5ft    PPF: 14.7  
Imager: 1/2.8"    Focal Length: 3.3 - 9mm    Camera Height: 10.00ft    Tilt: -22.50°    Scene Height: 10.00ft




Day - Ideal

Dark With IR



14.7 ppf  
125 ft  
Away

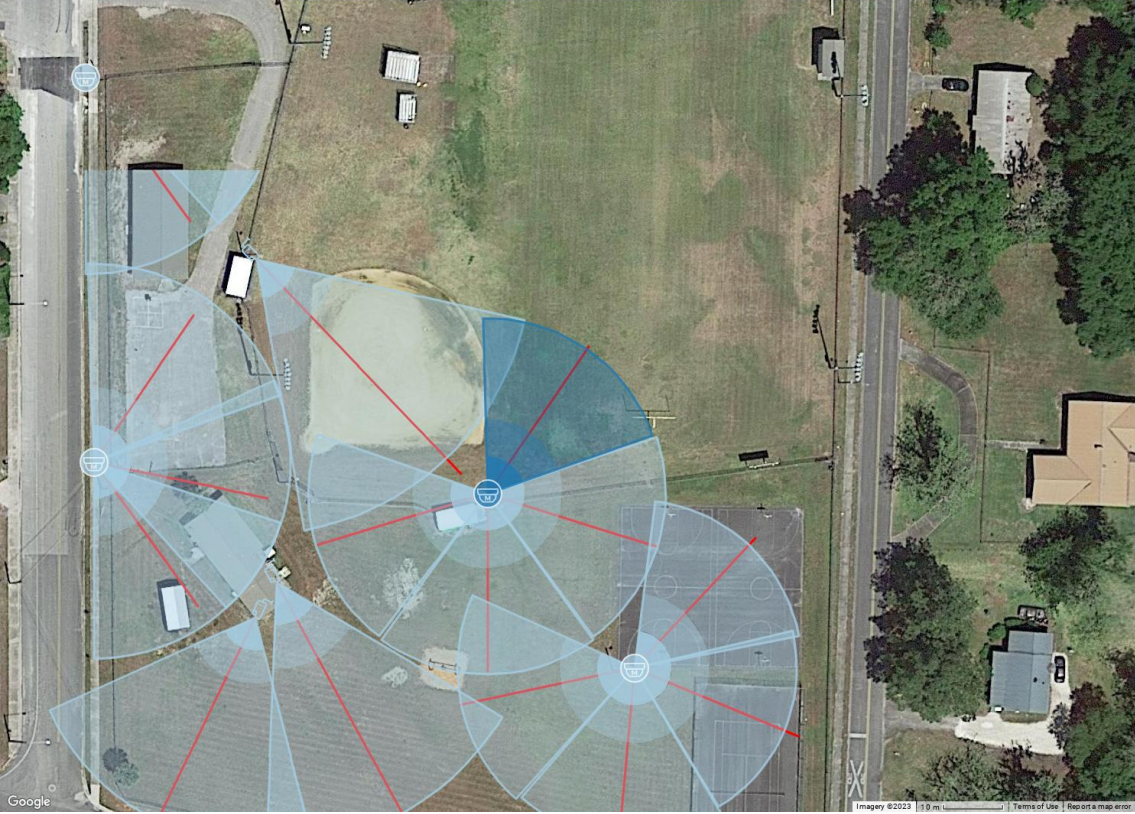


Warning: results may vary depending on light and camera

Camera 6: Imager 1

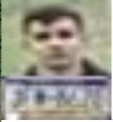


Model: Avigilon 32C-H4A-4MH-360 (Single Imager)    Resolution: 5MP  
HAAoV: 72°    Distance: 97ft    Width: 121.7ft    PPF: 21.3  
Imager: 1/2.8"    Focal Length: 4mm    Camera Height: 10.00ft    Tilt: -27.00°    Scene Height: 10.00ft




Day - Ideal

Dark With IR



21.3 ppf  
97 ft  
Away



Warning: results may vary depending on light and camera



## Camera 6: Imager 2

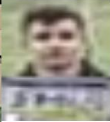


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 99ft Width: 123.9ft PPF: 20.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



20.9 ppf  
99 ft  
Away

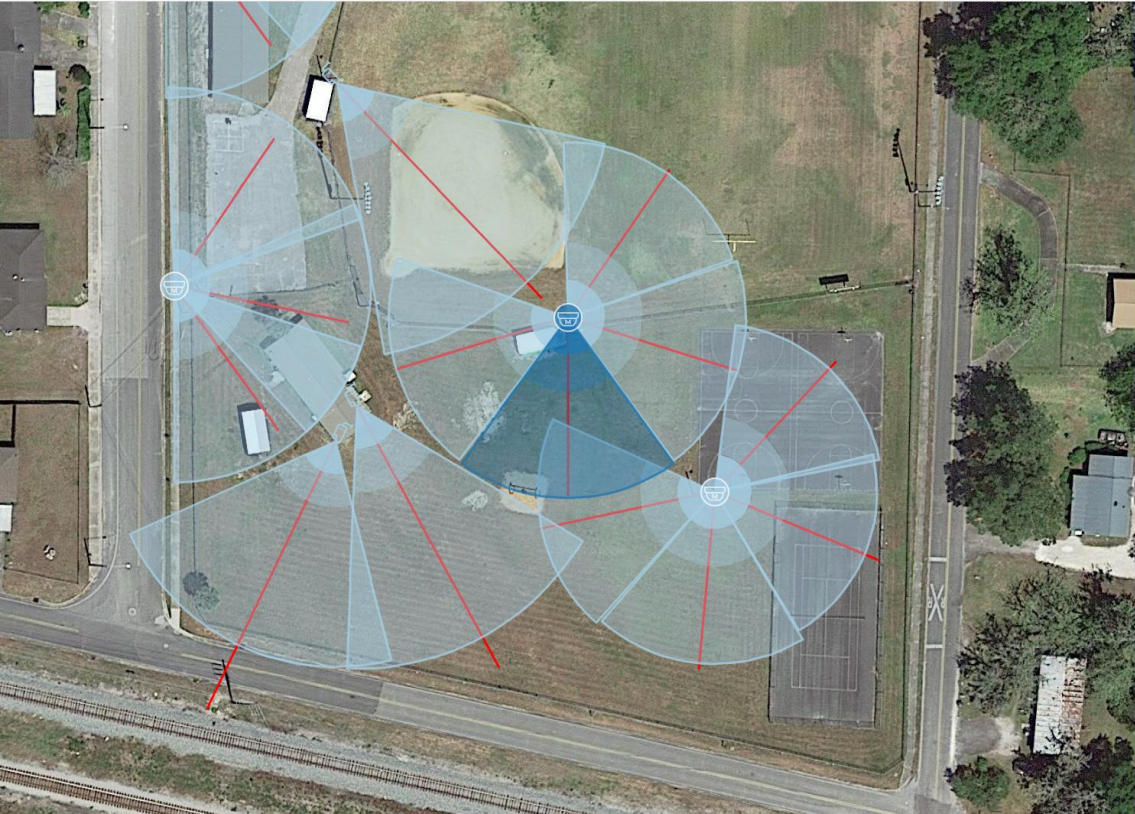
Warning: results may vary depending on light and camera



## Camera 6: Imager 3

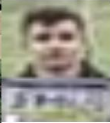


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 100ft Width: 125.7ft PPF: 20.6  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



20.6 ppf  
100 ft  
Away

Warning: results may vary depending on light and camera

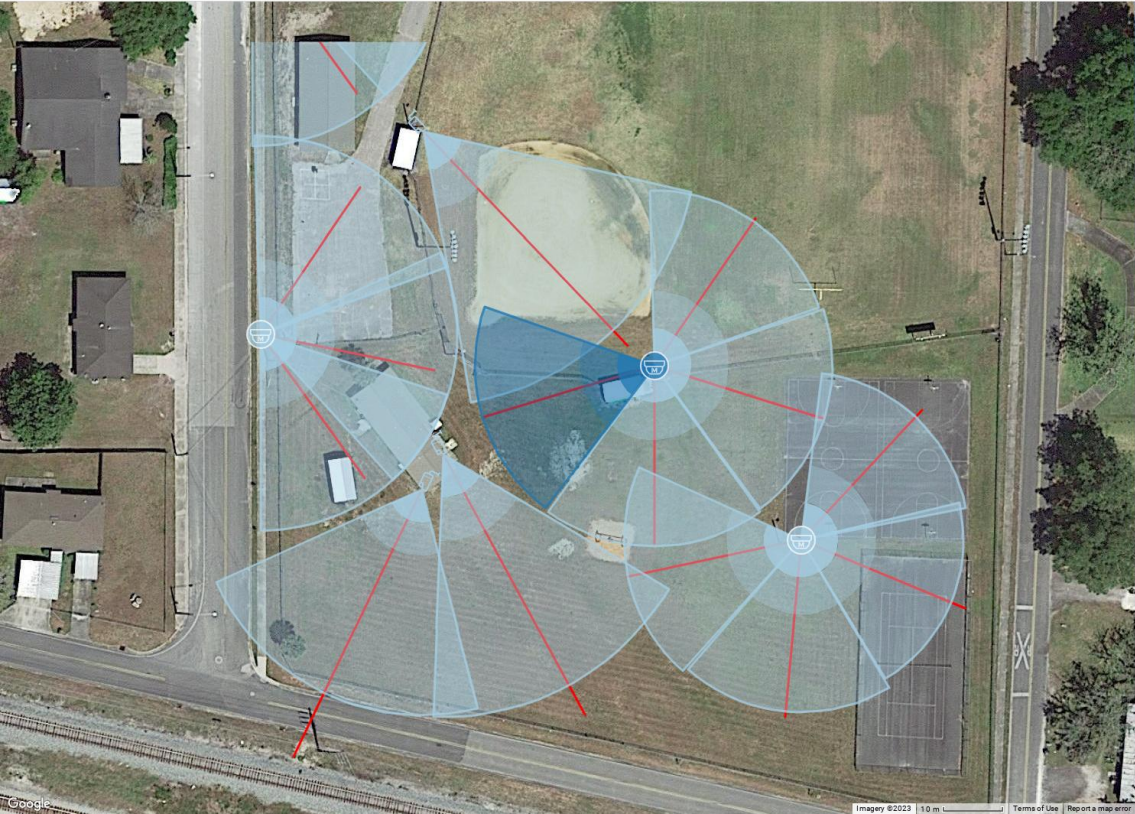




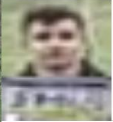
Camera 6: Imager 4




Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 99ft Width: 124.7ft PPF: 20.8  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Dark With IR



20.8 ppf  
99 ft  
Away

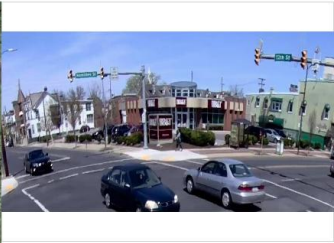
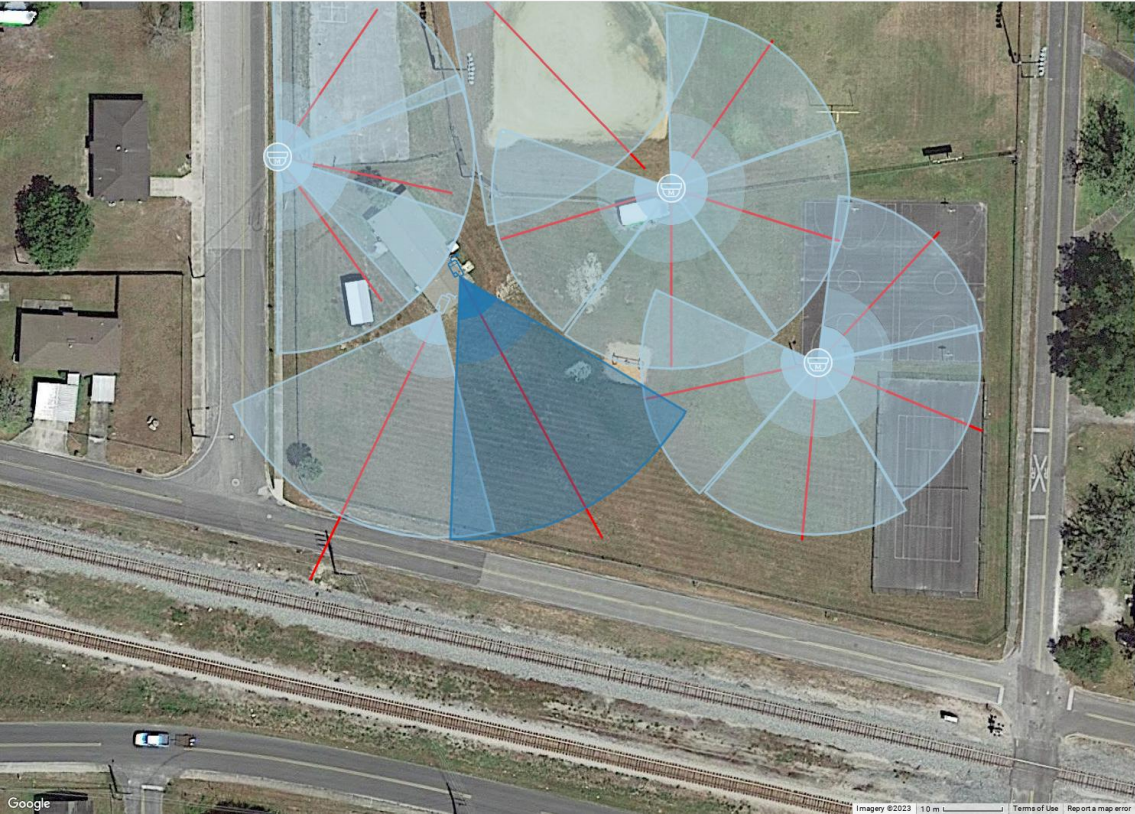


Warning: results may vary depending on light and camera.

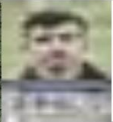
Camera 7




Model: Avigilon 4.0C-H5A-BO1-IR Resolution: 2560x1440  
H AoV: 61° Distance: 146ft Width: 155.8ft PPF: 16.4  
Imager: 1/2.8" Focal Length: 3.3 - 9mm Camera Height: 10.00ft Tilt: -17.25° Scene Height: 10.00ft



Dark With IR



16.4 ppf  
146 ft  
Away



Warning: results may vary depending on light and camera.



## Camera 7: Imager 1



Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 93ft Width: 116.8ft PPF: 22.2  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft





Day - Ideal




Dark With IR

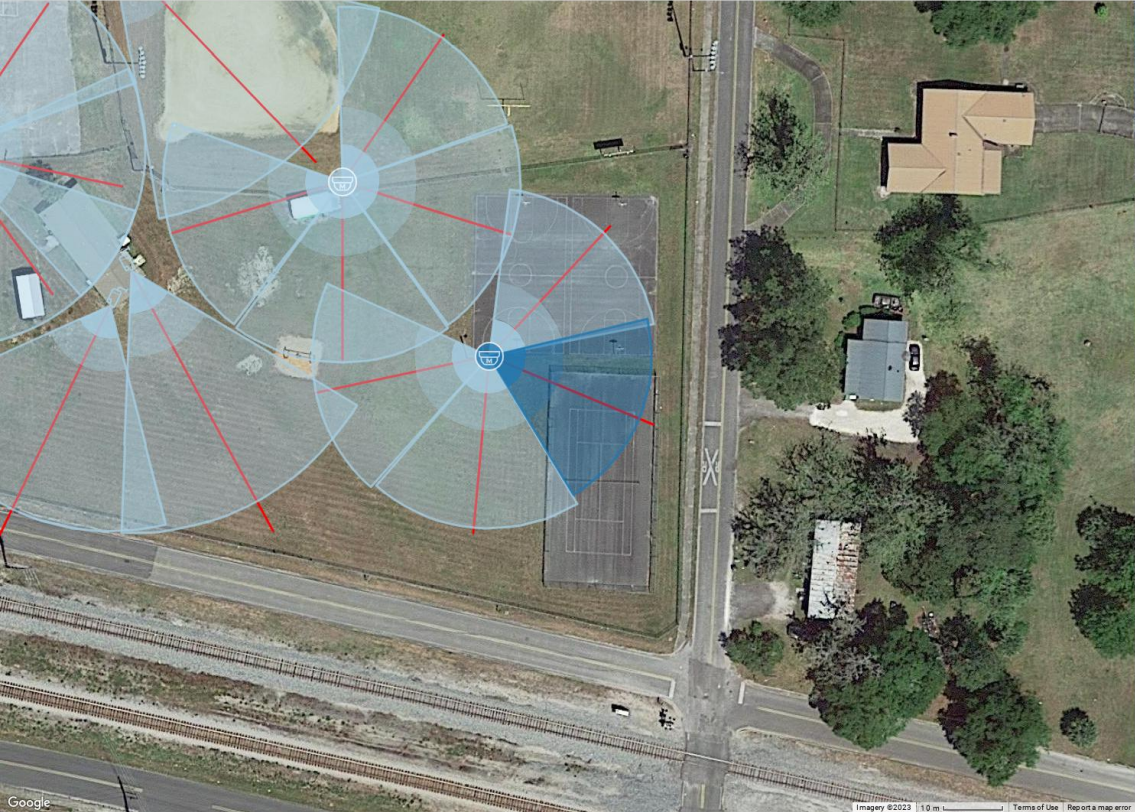
22.2 ppf  
93 ft  
Away


Warning: results may vary depending on light and camera.

## Camera 7: Imager 2




Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 90ft Width: 113.1ft PPF: 22.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft





Day - Ideal



Dark With IR

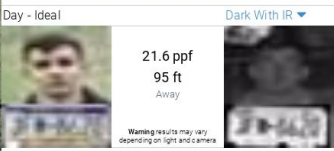
22.9 ppf  
90 ft  
Away

Warning: results may vary depending on light and camera.



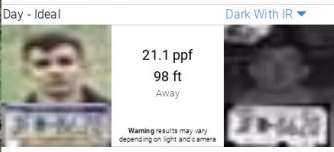
Camera 7: Imager 3

Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 95ft Width: 119.8ft PPF: 21.6  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Camera 7: Imager 4

Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 98ft Width: 123.0ft PPF: 21.1  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



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Customer

Mobile Communications America  
4475 Union Road  
Tifton, GA  
31794, US  
229-396-5800

Prepared By:  
Tony Cooper  
(229) 881-1308  
tonycooper@callmc.com

**City of Lake City, FL**  
**205 N Marion Ave**  
**Lake City, FL**  
**32055, US**

**Matt Benedetti**

**benedettim@lcfla.com**

Project: City of Lake City Annie Mattox Park CCTV

## Scope of Work

MCA is pleased to provide pricing for CCTV additions at Annie Mattox Park located in Lake City, FL. MCA will provide and install the following materials:

### MISC:

- Assumption is the City of Lake City, FL. will provide poles and power requirements where needed for cameras.
- Assumption is the City of Lake City, FL. will provide required SIM cards for the cellular routers.
- Provide surge protection for radios and cameras where required.
- Assumption is any high voltage requirements, if necessary, will be provided by the customer.
- Assumption is lift or bucket truck services will be provided by the City of Lake City, FL.
- Assumption is work areas will be readily accessible otherwise the change order process will apply for unproductive labor time.
- Project scheduling per location will be coordinated between the MCA assigned project manager and the city's representative prior to project installation commencing.
- Please note that this proposal comes with a 5-year cell service plan for each of the Sierra wireless devices. At the conclusion of the 5-year plan, a new plan will be quoted for continuance of Sierra cellular service.

## Estimate

	Quantity
4.0C-H5A-BO2-IR - 4MP H5A Bullet Camera with 9-22mm Lens, Pole Mount	3 ea
15C-H4A-3MH-180 - 3x 5MP H4 Multisensor Camera Module with 4mm Lens, Clear Dome, Pole Mount	1 ea
H4AMH-AD-IRIL1 - IR Illuminator Ring for H4 Multisensor	1 ea
POE-INJ2-60W-NA - POE++ Injector; 60W; NA	1 ea
ACC7-ENT - ACC 7 Enterprise camera channel	4 ea
LBE-5AC-GEN2 - PoE Wireless Bridge, LiteBeam AC Series, Gen2, 5 GHz	3 ea

	Quantity
Ubiquiti Universal Mounting Arm	3 ea
ETH-SP-G2 - Ethernet Surge Protector, Gen2	3 ea
DTK-MRJPOE - Power over Ethernet Surge Protector	4 ea
LE OSP Cat6 Patch Cable 5'	8 ea
Hubbell Liquid Tight .75" Strain Relief Cord Connector	4 ea

#### Included(+)

1. Installation of Field Devices
2. Installation of System Cabling
3. Video Recorders/Servers
4. Video Surveillance System Licenses
5. Any required camera mounts are inclusive of this estimate.
6. Mobile Communications America will coordinate installation with customer to verify installation schedule (Date & Time).
7. Network Switches

#### Excluded(-)

1. Conduits & Junction Boxes
2. 120VAC Power & Conduit
3. Estimated Sales Tax
4. Manlift Rental
5. Excludes repair or replacement of equipment that has been damaged due to accident, neglect, misuse, abuse, or acts of God or nature, modification of service or equipment by persons other than an MCA service representative, operation of the equipment outside the manufacturer's environmental specifications, failure of electrical power or power surge, air conditioning, or humidity control, or causes other than ordinary use.
6. Assumption is the work area will be readily available during MCA's normal business hours of Monday through Friday 08:00 A.M. to 05:00 P.M.
7. Customer will provide network support for project where applicable.
8. Any materials or services not listed in this proposal shall be considered excluded and not part of the project.

#### Notes

Proposal is valid for 30 days.

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## Summary

Price

Labor and Adjustments	\$ 5,854.25
Materials	\$ 8,597.96

<b>Subtotal</b>	<b>\$ 14,452.21</b>
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<b>\$ 14,452.21</b>
---------------------

Accepted By

Date

.....



## **TERMS AND CONDITIONS FOR SALES AND SERVICES**

### **1. ORDER ACCEPTANCE**

These terms and conditions apply to all Customer orders for systems sales and services offered by MCA; which include, but are not limited to, video surveillance, access control, intercoms, alarms, Code Alert, detection systems, identification systems, and/or other related systems.

### **2. PREVIOUS AND NEW INSTALLATIONS**

Customer hereby represents that it has contracted, or may contract with MCA for the installation of an electronic security systems or other services or products or associated equipment at one or more premises owned or occupied by the Customer; and that the Customer may desire additional continued MCA services for the above. Upon receipt of a Customer purchase order, an MCA coordinator will be in contact with the Customer to schedule a mutually agreeable time for any services; which could include the installation of new systems or components.

### **3. DELIVERY OF DIRECT SALE EQUIPMENT**

Services may include the direct sale of equipment or replacement parts. Dates quoted for equipment are approximate and are based upon proper receipt of all necessary information, documents, and materials that are required to be furnished by Customer.

Delivery of products will be by UPS ground unless otherwise specified. Overnight or other special delivery will be made at added charge to Customer. All sales are F.O.B. Manufacturer's shipping point unless otherwise specified on Customer's purchase order. MCA shall not be responsible for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond MCA's reasonable control.

### **4. PRICES, PAYMENTS, TAXES; CHARGES**

Standard MCA payment terms are as follows:

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:

- a) 30% down payment.
- b) 100% payment of stored materials upon receipt at MCA's warehouse. Inspection of billed products by Customer at MCA's warehouse will be permitted.
- c) Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges.
- d) 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.

## **5. HOURLY SERVICE LABOR**

All hourly work not included in the scope of work will be calculated at MCA standard billing rates in effect as of the date of any work performed on a per-man per-hour basis for the estimated hours to complete the project. MCA reserves the right to bill for the full charges in excess of the estimate. Saturday and overtime rates will be charged at time and one-half of MCA'S standard rates; Sundays and Holidays will be charged at two times MCA's standard labor billing rates. Other incidental charges such as tolls, travel, hotels, etc. as applicable, will be added to invoices.

## **6. WARRANTY**

### **EQUIPMENT WARRANTY**

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. MCA shall specifically not have any liability under this agreement for any equipment malfunction or failure attributable to neglect, misuse, abuse, accidents, damages caused by fire, water, or any other type of catastrophe or Act of God, or if at any time the power supplied to any part of the equipment exceeds the rated tolerance, or for any unauthorized repairs, modifications, relocations or reinstallation of equipment by anyone other than an employee of MCA. If at any time, any person, company, or entity other than MCA or an approved agent for MCA provides a connection, addition, or integration to any software or equipment under an MCA warranty, that warranty will be voided and immediately terminated.

### **LABOR WARRANTY**

MCA's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Customer's exclusive remedy for breach of this warranty shall be the repair of any defective labor. In no event shall MCA be liable for consequential, incidental, or special damages. Except as provided herein, MCA makes no warranties or a representation to the Customer, and Customer hereby waives any liability against MCA including, but not limited to, claims based on negligent misrepresentation or manufacture. This Labor Warranty shall apply only where Purchaser purchased from MCA all of the components of the electronics system, software, central controllers, peripherals, equipment accessories and auxiliary equipment as these terms are defined in manufacturers' manuals.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. MCA (IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

It is understood and agreed that MCA is not an insurer and if insurance is desired to protect the Customer, it shall be obtained by the Customer; that the payments provided for herein are based solely on the value of the systems and services as set forth herein and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises or the potential liability of the customer.

MCA MAKES NO GUARANTY OR WARRANTY (INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE) THAT THE SYSTEMS AND SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEMS OR SERVICE IS DESIGNED TO DETECT OR AVERT OR THAT SAME CANNOT BE COMPROMISED OR CIRCUMVENTED.



Customer acknowledges that special systems such as infant abduction, wandering patients, and related systems and products are solely intended to provide an additional safeguard in detecting wandering patients, attempted abductions of an infant, or other events. In no way does MCA guaranty, warrant, or imply that any equipment manufactured, supplied, and/or installed by MCA is infallible; or that any system can prevent or detect any criminal act.

The Customer acknowledges that it is impractical and extremely difficult to determine the actual damages, if any, which may result in any manner from a failure to perform any of the obligations herein, or the failure of any system to properly operate with resulting loss to the customer because of these and other considerations:

- a) The uncertain value or liability issues which the systems or service is designed to detect or avert;
- b) The uncertainty of the response time of any police or security personnel as a result of any signal being received;
- c) The inability to ascertain what portion, if any, of any loss would be proximately caused by MCA's failure to perform or by the system's or equipment's operation or failure to operate; and/or
- d) The nature of the systems and services to be performed by MCA.

In light of these considerations, the parties agree that in no event will MCA be liable for special, incidental, or consequential damages and further agree that MCA's total liability may not exceed 3X the dollar value of this Agreement in any event.

## **7. THIRD PARTY INDEMNIFICATIONS**

In the event any third-party makes any claims or files any lawsuit against MCA for any reason related to MCA's obligations pursuant to this Agreement, the Customer agrees to indemnify, defend, and hold MCA harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged breach of this Agreement or negligence on the part of MCA, its agents, servants, or employees. If a jury finds MCA liable due to its gross negligence, willfulness, or recklessness, the Customer may seek to recover reimbursement of any costs which it reasonably incurred in defending MCA and shall not be obligated to indemnify MCA from such losses.

## **8. FORCE MAJEURE**

Any delay or failure of MCA to perform its obligations under this Agreement (other than the payment of money) will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, pandemics, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

## **9. COOPERATIVE PROCUREMENT**

If this resultant contract is from a solicitation, it may be extended to any public agency or body associated with this Customer to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of the bid. As the successful vendor/contractor, MCA shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

## **10. DISPUTES & GOVERNING LAW**

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute, which cannot be so resolved, shall be resolved in a court of competent jurisdiction in the state in which Project is located. Both parties hereby waive their right to a jury trial. This Agreement shall be governed in all respects by the laws of the state in which the Project is located without regard to conflict of law provisions. In the event that MCA shall prevail in any such court proceeding, MCA shall be entitled to recover from Customer all of MCA's attorney's fees and legal costs.

#### **11. ENTIRE INTEGRATED AGREEMENT; MODIFICATIONS; ALTERATIONS WAIVER**

This writing is intended by the parties as a final expression of their agreement for all transactions, and as a complete and exclusive statement of the terms thereof and the Customer has read and understands this entire Agreement. This Agreement supersedes all other representatives, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This agreement shall govern all future Customer orders unless the terms herein are expressly varied by such order. This Agreement can only be modified or terminated in writing and signed by the parties or their duly authorized agent. All notices shall be in writing and sent to the address of each party set forth herein or such other address as from time to time either party shall set forth in writing to the other. No waiver by MCA of a breach of any term or condition of this Agreement shall be construed to be a waiver by MCA of any succeeding breach. The parties agree that this Agreement is to be performed in the state which the Project is located and shall be governed by the laws of the state which the Project is located. Use of any gender shall include all genders and the singular shall include the plural, and vice versa, All titles are for convenience of reference only and shall not limit the provisions hereof.

Customer

Mobile Communications America  
4475 Union Road  
Tifton, GA  
31794, US  
229-396-5800

Prepared By:  
Tony Cooper  
(229) 881-1308  
tonycooper@callmc.com

**City of Lake City, FL**  
**205 N Marion Ave**  
**Lake City, FL**  
**32055, US**

**Matt Benedetti**  
**benedettim@lcfla.com**

Project: City of Lake City Annie Mattox Park CCTV

## Scope of Work

MCA is pleased to provide pricing for CCTV additions at Annie Mattox Park Lake City, FL. MCA will provide and install the following materials:

### MISC:

- Assumption is the City of Lake City, FL. will provide poles and power requirements where needed for cameras.
- Assumption is the City of Lake City, FL. will provide required SIM cards for the cellular routers.
- Provide surge protection for radios and cameras where required.
- Assumption is any high voltage requirements, if necessary, will be provided by the customer.
- Assumption is lift or bucket truck services will be provided by the City of Lake City, FL.
- Assumption is work areas will be readily accessible otherwise the change order process will apply for unproductive labor time.
- Project scheduling per location will be coordinated between the MCA assigned project manager and the city's representative prior to project installation commencing.
- Please note that this proposal comes with a 5-year cell service plan for each of the Sierra wireless devices. At the conclusion of the 5-year plan, a new plan will be quoted for continuance of Sierra cellular service.

### Estimate

	Quantity
15C-H4A-3MH-180 - 3x 5MP H4 Multisensor Camera Module with 4mm Lens, Clear Dome, Pole Mount	2 ea
H4AMH-AD-IRIL1 - IR Illuminator Ring for H4 Multisensor	4 ea

	Quantity
POE-INJ2-60W-NA - POE++ Injector; 60W; NA	4 ea
DINPS-240W-RPA-RGD-8P - Din Mount Power Supply for ES 8-Port Rugged Appliance	1 ea
ACC7-ENT - ACC 7 Enterprise camera channel	7 ea
LBE-5AC-GEN2 - PoE Wireless Bridge, LiteBeam AC Series, Gen2, 5 GHz	5 ea
VMA-RPA-RGD-8P2 - ES 8-Port Rugged Appliance; 2TB	1 ea
Ubiquiti Universal Mounting Arm	5 ea
ETH-SP-G2 - Ethernet Surge Protector, Gen2	5 ea
DTK-MRJPOE - Power over Ethernet Surge Protector	7 ea
L-Comm 20x11x16 120 VAC NEMA Enclosure with Fan Kit	1 ea
L-Comm Enclosure Pole Mount	1 ea
L-Com DIN-35-NB18	1 ea
Antaira 5-Port Unmanaged POE Switch High Temp Rated	2 ea
Antaira 60W Industrial DIN Rail Power Supply	2 ea
4.0C-H5A-BO1-IR - 4MP H5A Bullet Camera with 3.3-9mm Lens, Pole Mount	3 ea
32C-H4A-4MH-360 - 4x 8MP H4 Multisensor Camera Module with 4mm Lens, Clear Dome, Pendant Wall Mount	2 ea
H4-MT-POLE1 - Avigilon Pole Mount Adapter	2 ea
LE OSP Cat6 Patch Cable 5'	16 ea
Cellular Router with Antenna	1 ea

#### Included(+)

1. Installation of Field Devices
2. Installation of System Cabling
3. Network Switches
4. Video Recorders/Servers
5. Video Surveillance System Licenses

### Included(+)

6. All cabling will be installed, supported, test/certified, and labeled per BICSI standards and any applicable NEC codes.
7. Any required camera mounts are inclusive of this estimate.
8. Mobile Communications America will coordinate installation with customer to verify installation schedule (Date & Time).

### Excluded(-)

1. 120VAC Power & Conduit
2. Conduits & Junction Boxes
3. Estimated Sales Tax
4. Excludes repair or replacement of equipment that has been damaged due to accident, neglect, misuse, abuse, or acts of God or nature, modification of service or equipment by persons other than an MCA service representative, operation of the equipment outside the manufacturer's environmental specifications, failure of electrical power or power surge, air conditioning, or humidity control, or causes other than ordinary use.
5. Assumption is the work area will be readily available during MCA's normal business hours of Monday through Friday 08:00 A.M. to 05:00 P.M.
6. Customer will provide network support for project where applicable.
7. Any materials or services not listed in this proposal shall be considered excluded and not part of the project.
8. Manlift Rental

### Notes

Proposal is valid for 30 days.

### Summary

Price	
Labor and Adjustments	\$ 12,219.75
Materials	\$ 29,567.38

<b>Subtotal</b>	<b>\$ 41,787.13</b>
-----------------	---------------------

\$ 41,787.13

Accepted By

Date

.....



## **TERMS AND CONDITIONS FOR SALES AND SERVICES**

### **1. ORDER ACCEPTANCE**

These terms and conditions apply to all Customer orders for systems sales and services offered by MCA; which include, but are not limited to, video surveillance, access control, intercoms, alarms, Code Alert, detection systems, identification systems, and/or other related systems.

### **2. PREVIOUS AND NEW INSTALLATIONS**

Customer hereby represents that it has contracted, or may contract with MCA for the installation of an electronic security systems or other services or products or associated equipment at one or more premises owned or occupied by the Customer; and that the Customer may desire additional continued MCA services for the above. Upon receipt of a Customer purchase order, an MCA coordinator will be in contact with the Customer to schedule a mutually agreeable time for any services; which could include the installation of new systems or components.

### **3. DELIVERY OF DIRECT SALE EQUIPMENT**

Services may include the direct sale of equipment or replacement parts. Dates quoted for equipment are approximate and are based upon proper receipt of all necessary information, documents, and materials that are required to be furnished by Customer.

Delivery of products will be by UPS ground unless otherwise specified. Overnight or other special delivery will be made at added charge to Customer. All sales are F.O.B. Manufacturer's shipping point unless otherwise specified on Customer's purchase order. MCA shall not be responsible for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond MCA's reasonable control.

### **4. PRICES, PAYMENTS, TAXES; CHARGES**

Standard MCA payment terms are as follows:

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:

- a) 30% down payment.
- b) 100% payment of stored materials upon receipt at MCA's warehouse. Inspection of billed products by Customer at MCA's warehouse will be permitted.
- c) Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges.
- d) 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.

## **5. HOURLY SERVICE LABOR**

All hourly work not included in the scope of work will be calculated at MCA standard billing rates in effect as of the date of any work performed on a per-man per-hour basis for the estimated hours to complete the project. MCA reserves the right to bill for the full charges in excess of the estimate. Saturday and overtime rates will be charged at time and one-half of MCA'S standard rates; Sundays and Holidays will be charged at two times MCA's standard labor billing rates. Other incidental charges such as tolls, travel, hotels, etc. as applicable, will be added to invoices.

## **6. WARRANTY**

### **EQUIPMENT WARRANTY**

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. MCA shall specifically not have any liability under this agreement for any equipment malfunction or failure attributable to neglect, misuse, abuse, accidents, damages caused by fire, water, or any other type of catastrophe or Act of God, or if at any time the power supplied to any part of the equipment exceeds the rated tolerance, or for any unauthorized repairs, modifications, relocations or reinstallation of equipment by anyone other than an employee of MCA. If at any time, any person, company, or entity other than MCA or an approved agent for MCA provides a connection, addition, or integration to any software or equipment under an MCA warranty, that warranty will be voided and immediately terminated.

### **LABOR WARRANTY**

MCA's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Customer's exclusive remedy for breach of this warranty shall be the repair of any defective labor. In no event shall MCA be liable for consequential, incidental, or special damages. Except as provided herein, MCA makes no warranties or a representation to the Customer, and Customer hereby waives any liability against MCA including, but not limited to, claims based on negligent misrepresentation or manufacture. This Labor Warranty shall apply only where Purchaser purchased from MCA all of the components of the electronics system, software, central controllers, peripherals, equipment accessories and auxiliary equipment as these terms are defined in manufacturers' manuals.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. MCA (IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

It is understood and agreed that MCA is not an insurer and if insurance is desired to protect the Customer, it shall be obtained by the Customer; that the payments provided for herein are based solely on the value of the systems and services as set forth herein and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises or the potential liability of the customer.

MCA MAKES NO GUARANTY OR WARRANTY (INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE) THAT THE SYSTEMS AND SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEMS OR SERVICE IS DESIGNED TO DETECT OR AVERT OR THAT SAME CANNOT BE COMPROMISED OR CIRCUMVENTED.

Customer acknowledges that special systems such as infant abduction, wandering patients, and related systems and products are solely intended to provide an additional safeguard in detecting wandering patients, attempted abductions of an infant, or other events. In no way does MCA guaranty, warrant, or imply that any equipment manufactured, supplied, and/or installed by MCA is infallible; or that any system can prevent or detect any criminal act.

The Customer acknowledges that it is impractical and extremely difficult to determine the actual damages, if any, which may result in any manner from a failure to perform any of the obligations herein, or the failure of any system to properly operate with resulting loss to the customer because of these and other considerations:

- a) The uncertain value or liability issues which the systems or service is designed to detect or avert;
- b) The uncertainty of the response time of any police or security personnel as a result of any signal being received;
- c) The inability to ascertain what portion, if any, of any loss would be proximately caused by MCA's failure to perform or by the system's or equipment's operation or failure to operate; and/or
- d) The nature of the systems and services to be performed by MCA.

In light of these considerations, the parties agree that in no event will MCA be liable for special, incidental, or consequential damages and further agree that MCA's total liability may not exceed 3X the dollar value of this Agreement in any event.

## **7. THIRD PARTY INDEMNIFICATIONS**

In the event any third-party makes any claims or files any lawsuit against MCA for any reason related to MCA's obligations pursuant to this Agreement, the Customer agrees to indemnify, defend, and hold MCA harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged breach of this Agreement or negligence on the part of MCA, its agents, servants, or employees. If a jury finds MCA liable due to its gross negligence, willfulness, or recklessness, the Customer may seek to recover reimbursement of any costs which it reasonably incurred in defending MCA and shall not be obligated to indemnify MCA from such losses.

## **8. FORCE MAJEURE**

Any delay or failure of MCA to perform its obligations under this Agreement (other than the payment of money) will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, pandemics, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

## **9. COOPERATIVE PROCUREMENT**

If this resultant contract is from a solicitation, it may be extended to any public agency or body associated with this Customer to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of the bid. As the successful vendor/contractor, MCA shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

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