

Citation Revenue from County Issued Citations Projected Potential for Fiscal 2018

Moving Violations: Fines range from \$175 to \$750. Average fine: \$290

Non-Moving Violations*: Fines range from \$132 to \$600. Average fine: \$275

Combined Average of Moving and Non-Moving Violations: \$282

Approximate Fine Revenue Breakdown for Combined Average Citation: A mandated \$110 goes towards court costs and fees. The state retains approximately 71% or \$78.10 and the Justice Court retains approximately 29% or \$31.90 which is disbursed by mandate into several different fund accounts. That leaves approximately \$172 for the county.

Not all violations are prosecuted and fines collected. Many non-moving violations are dismissed or have small administrative fee if defects are remedied and or evidence is provided the violation did not occur.

Justice Court fine collection rate is 90% +.

Constable's Office Projected Revenue Generation: Average twenty (20) citations a month or one (1) a workday. Possible 30% dismissal rate leaves fourteen (14) citations for the month to collect fines on. With collection rate currently at around 90% fines can be collected on average for twelve (12) citations per month at \$172.

Constables Projected Citation Revenue: \$2,064 per month or \$24,768 for Fiscal 2018.

COPsync Up Front Cost to County: \$3,571.55

COPsync Yearly Licensing Fee: \$1199.40

Mobile Wi-Fi Cost: \$300 to \$480

Stalker Radar Rental per Year: \$1,090



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett
972-801-4866

QUOTE
#2011919

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Date: 09/07/17

Reg Sales Mgr: Dave Lowry
972-801-4850

Effective From : 09/07/2017

Valid Through: 12/06/2017

Lead Time: 21 working days

Bill To: Clay County Constable 100 N Bridge St Henrietta, TX 76365	Customer ID: P27018 Accounts Payable	Ship To: Clay County Constable 100 N Bridge St Henrietta, TX 76365	UPS Ground Constable Kirk Horton
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Grp	Qty	Package	Description	Wmty/Mo	Price	Ext Price
1	1	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$3,250.00	\$3,250.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0965-20	2X Counting Unit, 1.5 PCB		\$0.00
2	1	200-0875-30	2X Modular Display, High Bright LEDs		\$0.00
3	1	200-0326-30	DSR KA Antenna		\$0.00
4	1	200-0326-32*	DSR KA Rear Antenna		\$0.00
5	1	200-0919-00	2X Fast Lock Remote w/Screw Latch		\$0.00
6	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
7	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
8	1	200-0648-00	Display Sun Shield		\$0.00
9	1	200-0345-00	Counting Unit/Display Short Dash Mount		\$0.00
10	1	200-0244-00	Antenna Dash Mount		\$0.00
11	1	200-0245-00	Antenna Tall Deck Mount		\$0.00
12	1	155-2055-08	Antenna Cable, 8 Ft		\$0.00
13	1	155-2055-16	Antenna Cable, 16 Ft		\$0.00
14	1	155-2283-50	CAN/VSS Power Cable		\$0.00
15	1	200-0619-00	2X User Manual		\$0.00
16	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	1	060-1000-36	36 Month Warranty		\$0.00
18	1	155-2211-00	Remote Display Interconnect Cable		\$0.00

Group Total \$3,250.00

Product	\$3,250.00	Sub-Total:	\$3,250.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$17.50
		Total: USD	\$3,267.50

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This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) **Purpose.** The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "Products") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "we," "us," "our," etc.) and purchased by the purchaser ("you," "your," etc.).
- (2) **Price and Product Changes; Errors.** Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) **Cancellation.** Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) **Delivery.** Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) **Returns.** We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@e-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-saleable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring re-packaging. Specific items may require additional charges.
- (6) **Payment.** You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) **Proprietary Information.** We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) **Warranty.** We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. *Any attempt to repair a Product on your own will void this warranty.*

- (9) **Limitations of Liability.** WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.
- (10) **Miscellaneous**
 - a) **Force Majeure.** We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
 - b) **Assignment.** You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
 - c) **Jurisdiction.** Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
 - d) **Severability.** In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.



The Stalker Lease and Rental Programs

Stalker Lease-to-Own Program

When you finance your equipment with Stalker, your cash is not tied up in equipment. Your Agency has the equipment when it is needed, rather than waiting until cash or funding is on hand.

With the Stalker Lease Program, our leases finance 100% of the cost of the equipment with the cost spread over a multiple-year term. Your monthly payment remains the same over the term of the lease, and at the end of the lease term, you own the equipment.

- NO MONEY DOWN
- MAKE VERY SMALL MONTHLY PAYMENTS
- SEVERAL LEASE OPTIONS TO CHOOSE FROM
- 12, 24, OR 36 MONTH TERMS
- OWN THE EQUIPMENT AT THE END OF THE LEASE
- FULL FACTORY WARRANTY
- VERY SIMPLE GOVERNMENT LEASE AGREEMENT

Stalker Rental Program

The Stalker Rental Program is an alternative to purchasing equipment outright or leasing. With renting, you immediately receive the benefits of the equipment without the burden of ownership. For many Agencies, the advantages of renting equipment outweighs the advantages of purchasing or leasing.

These advantages include preserving cash flow, increased flexibility to replace old equipment, and the ability to upgrade or take advantage of the newest technologies.

- NO MONEY DOWN
- MAKE VERY SMALL MONTHLY PAYMENTS
- SEVERAL RENTAL OPTIONS TO CHOOSE FROM
- 12, 24, OR 36 MONTH TERMS
- SIMPLY RETURN THE EQUIPMENT AT THE END OF THE RENTAL TERM
- FULL FACTORY WARRANTY
- VERY SIMPLE GOVERNMENT RENTAL AGREEMENT

STALKER®

The World Leader in Speed Measurement



800-STALKER

*Stalker RESPONDS
to the needs of Law
Enforcement Agencies
in these difficult
economic times

in situations where
limited budgets
and funding would
ordinarily delay or
prevent equipment
acquisition, leasing
and renting allows for
quick budget approval
due to its small
monthly expense.

Leasing or renting
can fit the tightest of
budgetary constraints.*

COPsync, Inc.

1-Year Service Agreement

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-865-6182
Fax: 972-201-8846

CUSTOMER:
Agency: Clay County Constable Pct. 1
Address: 100 N. Bridge
Henrietta, Texas 75385
Contact: Constable Kirk Horton
Phone: (940) 733-2130
Email: kirk.horton@cc.clay.tx.us

SHIP EQUIPMENT TO:
Name:
Attention:
Address:

Quote #: 10598
Issue Date: 9/7/2017
Valid Thru: 11/8/2017

SEND INVOICE TO:
Name:
Email:
Phone:

Sales Tax: Exempt
Final:

Sales Rep:

RESELLER:

--- COPSYNC SOFTWARE AND SUPPORT ---			
1	COPsync Enterprise Full-time Officer [12 mo @ \$99.95] All COPsync Enterprise Full-time Officers are enabled to receive COPsync911 alerts.	\$	
1	COPsync Enterprise Software License Grant affecting a rate of \$99.95 per Full-time Officer	\$	(380.00)
--- COP SYNC OTHER ---			
1	Additional COPsync costs for the following:	\$	
1	COPsync Software Configuration per Vehicle		Incl.
1	COPsync Vehicle Installation: Console or Pole - COPsync only - Full MDT, with Accessories		Incl.
1	Electronics package: Relay, Switch, Wire & Fuse Holder		Incl.
1	Agency and Officer Setup and Implementation Services		Incl.
--- COMPUTERS AND ACCESSORIES ---			
1	Getac S410, i5-6200U, 14in (No Webcam), Win7 PROx64+8GB, 500GB HDD, Sunlight Readable (LCD+TS), US KBD+US Power cord, Membrane Backlit KBD+Fingerprint, Wifi+BT+GPS, RS232+VGA Port [SE2DC5DAEEXJ]	\$	2,674.49
1	Vehicle Dock with Port Replicator, and screen stiffener (order for SE2DC5DAEEXJ and SE2DC5DAEEXJ)	\$	
1	Passenger Side Pole Mount	\$	
1	Laptop shipping and handling	\$	
1	Accessories shipping and handling	\$	
Note: Should extra trips be required, COPsync will invoice the agency for on-site services, plus travel time and expenses.			
		COPSYNC	\$ 1,893.36
		COMPUTERS & ACCES	\$ 4,147.99
		GRAND TOTAL	\$ 6,141.34
<p><i>Customer is responsible for enabling internet connectivity at your expense for each device before COPsync, COPsync911, or COURTSync can be installed. If you do not have an internet service, most providers offer a special government or education rate.</i></p> <p><i>This order does not include any in-car video or MDT equipment removal from the Customer's patrol vehicles. If such services are required the customer will be responsible for additional charges to complete this work.</i></p> <p><i>All amounts are due upon execution of this services agreement as described in Item 1, Invoicing and Payment.</i></p> <p align="center">***DO NOT PAY, THIS IS NOT AN INVOICE***</p>			

Classify: 1-Year Service Agreement / Budget
 Workbook: Copy of Quote Tool Ver 2016 09 14 unprotected (V2).xls
 Use File Name: Clay County Constable Pct. 1_10598_1-Year Service Agreement_Budget_2017 09 07
 Generated: 09/07/2017 at 09:41
 Tool Version: Ver. 2016 09 14

COPsync, Inc.

Purchase Agreement

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-855-6192
Fax: 972-201-9846

CUSTOMER:
Agency: Clay County Justice of the Peace
Address: 214 N. Main Street
Henrietta, Texas 75365
Contact: Judge Johnny Swenson
Phone: (940) 638-6531
Email: john.swenson@claycountytx.com

SHIP EQUIPMENT TO:
Pct. 1
Attention:
Address:
Phone:
SEND INVOICE TO:
Name:
Email:
Phone:

Quote #: 10597
Issue Date: 9/5/2017
Valid Thru: 11/5/2017

Sales Rep: Julie Prescott

Sales Tax Exempt

RESELLER:

Final:

--- COURT INTEGRATION ---			
1	Integration - COPsync side only - electronically transfer citations written using the COPsync service to the Incode municipal court system NOTE: Incode may also charge you for work they must perform to enable the interface. COPsync is NOT responsible for performing this work or paying them.	\$ 3,500.00	\$ 3,500.00
--- COMPUTERS AND ACCESSORIES ---			
1	RUGGEDJET 4 w/ Bluetooth engine; Includes documentation set, belt clip and ferrite core (no battery, vehicle mount sold separately); 2 yr warranty (RJ4030)	\$ 599.95	\$ 599.95
1	RUGGEDJET 4 Car Mount (PA-CM-4000)	\$ 89.95	\$ 89.95
1	DC Power Adapter - 10 FT (LB3991)	\$ 24.95	\$ 24.95
1	USB Cable - 6 ft (LB3902)	\$ 9.95	\$ 9.95
1	Magtek Card Reader	\$	\$
1	Accessories shipping and handling	\$	\$
Signature: _____ Print Name: _____ Title: _____ Date: _____	COPsync, Inc.		
Signature: _____ Print Name: _____ Title: _____ Date: _____	Clay County Justice of the Peace Pct. 1		
	*The person signing represents they are an authorized signatory.		
	See additional Terms and Conditions.	COPSYNC	\$ 3,500.00
	<i>This order does not include any in-car video or MDT equipment removal from the Customer's patrol vehicles. If such services are required the customer will be responsible for additional charges to complete this work.</i>	COMPUTERS & ACCES	\$ 629.50
		GRAND TOTAL	\$ 4,329.50
DO NOT PAY, THIS IS NOT AN INVOICE			

Classify: Purchase Agreement / Budget
 Workbook: Copy of Quote Tool Ver 2016 09 14 unprotected (V2).xls
 Use File Name: Clay County Justice of the Peace Pct. 1_10597_Purchase Agreement_Budget_2017 09 06
 Generated: 09/05/2017 at 11:36
 Tool Version: Ver. 2016 09 14



About

About

About COPsync

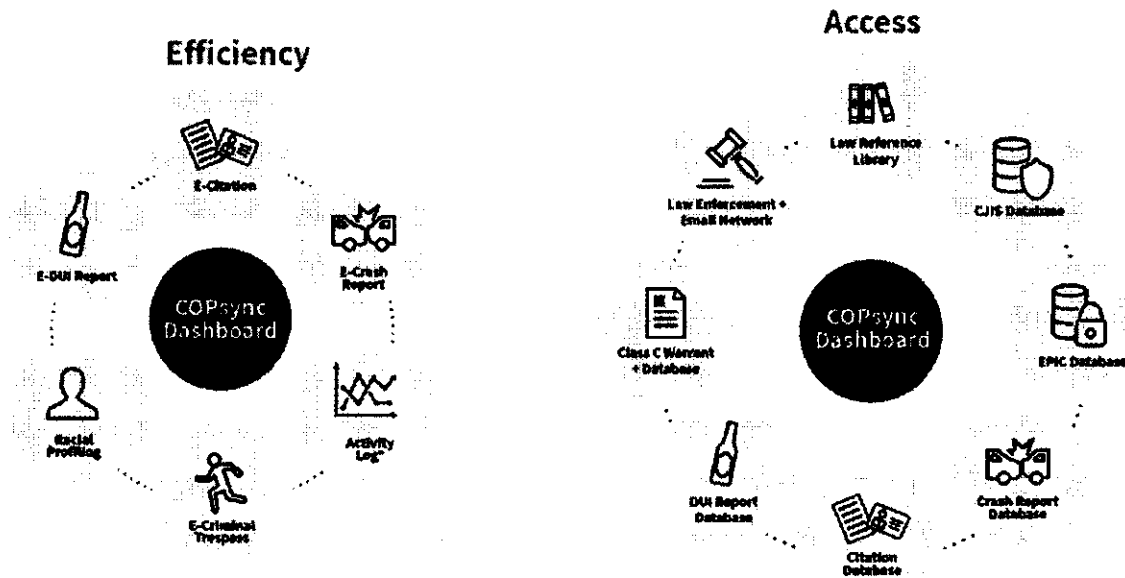
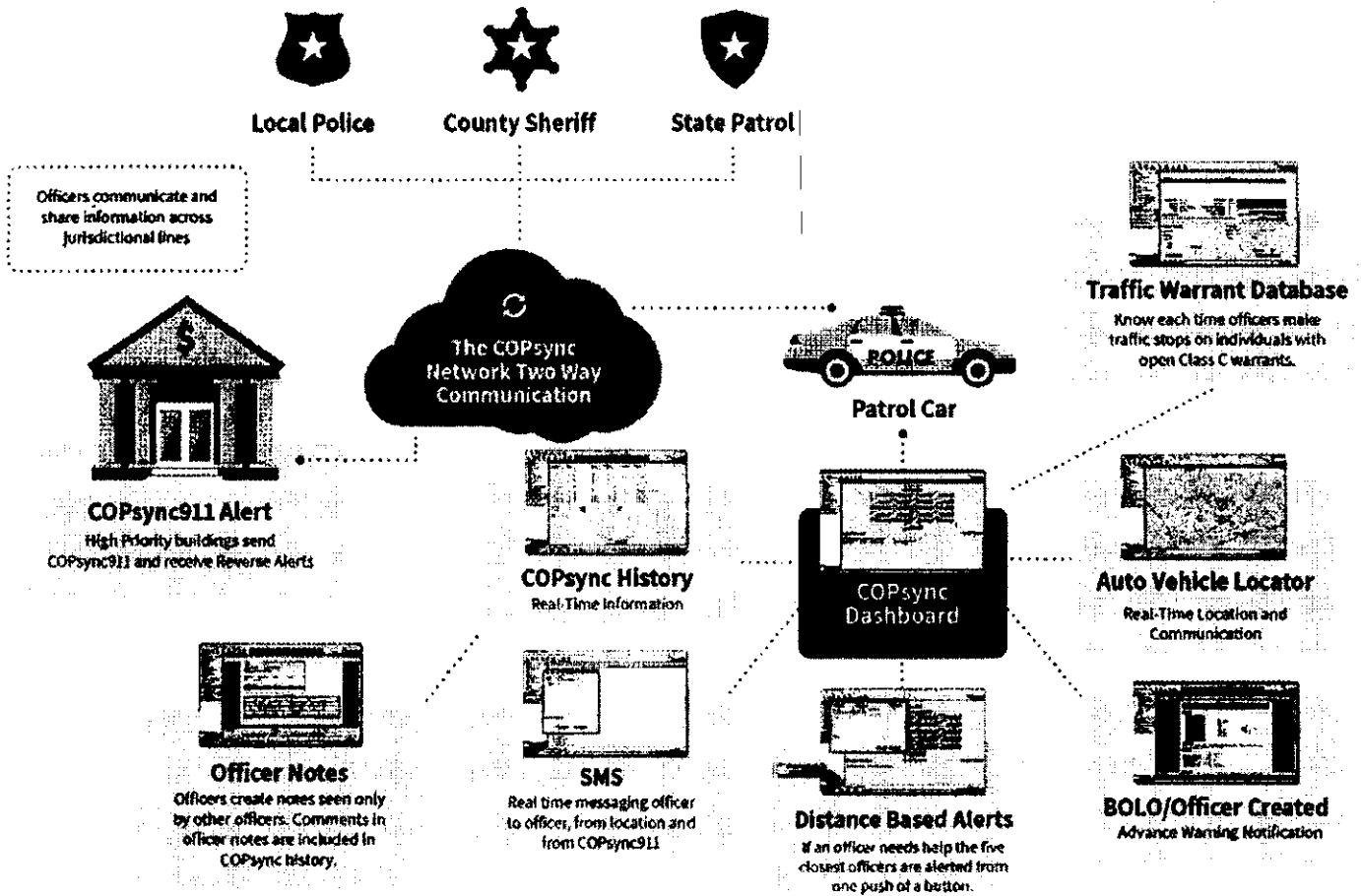
In August 2000, Texas Department of Public Safety Trooper Randy Vetter was killed making what he believed to be a routine traffic stop for a seatbelt violation. The shooter in that car had made death threats against officers, which were documented months earlier in another department. But that information was never shared because no system existed to connect different departments.

COPsync's co-founders, Shane Rapp and Russell Chaney, colleagues and friends of Trooper Vetter, saw that his life may have been spared if the departments shared information.

COPsync was born so that lives could be saved.

Today, COPsync operates the nation's only law enforcement real-time, information sharing network. The protection provided by COPsync has expanded to community buildings such as schools, banks, hospitals, energy companies and more.

COPsync Enterprise



From over 600 Law Enforcement Agencies to Courthouses to Schools and Companies, COPsync is helping to better prepare our officers and keep our communities safer.