

**COMMISSIONERS COURT AGENDA**  
**Tuesday, December 2, 2025**  
**9:30 a.m.**



*Striving for Excellence*

**COMMISSIONERS COURT**  
**Neal Franklin, County Judge**  
**Commissioner Christina Drewry, Precinct 1**  
**Commissioner John Moore, Precinct 2**  
**Commissioner J Scott Herod, Precinct 3**  
**Commissioner Ralph Caraway Sr, Precinct 4**



**COUNTY OF SMITH  
COMMISSIONERS COURT  
200 E. Ferguson, Suite 100  
Tyler, Texas 75702**

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Phone: (903) 590-4605

Fax: (903) 590-4615

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Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, December 2, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

Questions regarding this agenda should be directed to Commissioners Court Administrative Assistant at 903-590-4605. The agenda is available on the County's website (<http://www.smith-county.com>).

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**CALL TO ORDER  
DECLARE A QUORUM PRESENT  
DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED  
INVOCATION  
PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT:** Members of the public who have previously filled out a participation form have an opportunity to address the Commissioners Court on agenda items. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Individual comments are limited to a maximum of three (3) minutes. If you wish to address the Court, obtain a public participation form at the Commissioners Court entryway and submit the completed form to a staff member before the meeting begins. Please be mindful of the Commissioners Court Rules of Procedure, Conduct and Decorum when making your comments and/or attending public meetings.

## **OPEN SESSION:**

### ***COURT ORDERS***

#### **COMMISSIONERS COURT**

1. Consider and take necessary action to reappoint Neal Franklin to the City of Lindale Reinvestment Zone #2 Board for a two-year term from January 1, 2026, to December 31, 2027, and authorize the county judge to sign all related documentation.
2. Consider and take necessary action to award recipients of the Smith County Opioid Settlement Fund Reimbursement Grant and allocate the amount of funds awarded to each organization.

#### **PURCHASING**

3. Consider and take necessary action to approve the (1) one-year renewal option for the following bids and authorize the county judge to sign all related documentation.
  - a. RB-02-25 Refined Road Oil
  - b. RB-04-25 Hot Mix Asphalt

#### **INFORMATION TECHNOLOGY**

4. Consider and take necessary action to approve the contract for Command Central AXS Dispatch Console Upgrade with Motorola Solutions as a Capital Improvements Project under the HGAC Cooperative Contract in the amount of \$994,248.00 and authorize the county judge to sign all related documentation.

#### **FCIC**

5. Consider and take necessary action to approve an updated lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for one FCIC vehicle and authorize the county judge to sign all related documentation.

#### **DISTRICT ATTORNEY'S OFFICE**

6. Consider and take necessary action to approve the 2025 Federal Equitable Sharing Agreement and Certification for the Smith County Criminal District Attorney's Office and authorize the county judge to sign all related documentation.

#### **EAST TEXAS AUTO THEFT TASK FORCE**

7. Consider and take necessary action to approve the FY2026 Motor Vehicle Crime Prevention Authority (MVCPA) Task Force grant and the SB224 Catalytic Converter grant interlocal agreements for the benefit of the East Texas Auto Theft Task Force and authorize the county judge to sign all related documentation.

## ***RECURRING BUSINESS***

### **ROAD AND BRIDGE**

8. Receive pipe and/or utility line installation request (notice only):
  - a. County Road 136, CenterPoint Energy, install service line, Precinct 1, and
  - b. County Roads 1154, 1264, 1155 and 1156, Metronet, install underground fiber optic cable, Precinct 4.

### **AUDITOR'S OFFICE**

9. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

### **SHERIFF'S OFFICE**

10. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.

**EXECUTIVE SESSION:** For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

## **ADJOURN**

### **SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR DISABLED PERSONS**

This meeting site is accessible to disabled persons as follows: Entrance to the Courthouse Annex is accessible through the front entrance on the south side of the Courthouse Annex located at 200 E. Ferguson. A wheelchair ramp provides access to the front entrance. The Commissioners Courtroom is on the first floor. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact Commissioners Court staff at 903-590-4605, in advance, so accommodations can be arranged.

Date: 11/25/2025

Time: 3:00 p

  
\_\_\_\_\_  
**NEAL FRANKLIN, COUNTY JUDGE**

Posted By: Jennafer Bell

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**SMITH COUNTY COMMISSIONERS COURT  
AGENDA ITEM REQUEST FORM**

<b>Submission Date:</b> 10/27/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 12/2/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> City of Lindale Reinvestment Zone #2 Board Reappointment	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to reappoint Neal Franklin to the City of Lindale Reinvestment Zone #2 Board for a two-year term from January 1, 2026, to December 31, 2027, and authorize the county judge to sign all related documentation.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Isela Garcia	<b>Email:</b> iselag@lindaletx.gov
<b>Name:</b> J Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only  
Agenda Item # \_\_\_\_\_



**City of Lindale  
Reinvestment Zone #2  
Tax Increment Financing  
Board of Directors  
November 2024**

**City of Lindale**

Annie Baldwin  
Secretary  
Citizen Representative  
O 903.882.6492



Term ends 12/31/24

Jeff Daugherty  
Citizen Representative

Term ends 12/31/25

Carolyn Caldwell  
City Manager  
City of Lindale  
O 903.882.3422

Term ends 12/31/24

Gavin Rasco  
Chairman  
Mayor  
City of Lindale  
H 903.882.3422

Term ends 12/31/25

Barham Fulmer  
Vice Chair

Term ends 12/31/24

Bob Tardiff  
City Council Place 1 719

75771

Term Ends 12/31/25

**Smith County**

Neal Franklin  
County Judge  
Smith County Commissioners Court  
200 E. Ferguson #100  
Tyler, TX 75702  
O 903.590.4609  
[nfranklin@smith-county.com](mailto:nfranklin@smith-county.com) Term  
ends 12/31/25



**Smith County ESD #1**

Kenneth Smith

Lindale, TX 75771  
O 903.882.6443

Term ends 12/31/25



**Tyler Junior College**

Peggy Smith  
2212 S. Chilton  
Tyler, TX 75701



Term ends 12/31/25

## ***RESOLUTION***

*At a regular meeting of the Smith County Commissioners' Court held at the Smith County Courthouse Annex, Tyler, Texas, at which a quorum was present, the following Resolution was adopted:*

***WHEREAS***, the Commissioners Court of Smith County, Texas considered adopting a resolution reappointing a board member to the City of Lindale Reinvestment Zone #2 Tax Increment Financing Board of Directors;

***NOW, THEREFORE, BE IT RESOLVED***, that the Commissioners Court of Smith County, Texas hereby reappoints \_\_\_\_\_ to serve on the City of Lindale Reinvestment Zone #2 Tax Increment Financing Board of Directors for a two-year term beginning January 1, 2026, and ending December 31, 2027.

***WITNESS OUR HANDS THIS 2<sup>nd</sup> day of December, A.D. 2025.***

\_\_\_\_\_  
Neal Franklin  
County Judge

\_\_\_\_\_  
Christina Drewry  
Commissioner, Precinct 1

\_\_\_\_\_  
John Moore  
Commissioner, Precinct 2

\_\_\_\_\_  
J Scott Herod  
Commissioner, Precinct 3

\_\_\_\_\_  
Ralph Caraway, Sr.  
Commissioner, Precinct 4



**2**

# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

Submission Date: 11/24/2025	Submitted by: Jennafer Bell
Meeting Date: 12/2/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Award recipients- Opioid Settlement Fund Reimbursement Grant	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to award recipients of the Smith County Opioid Settlement Fund Reimbursement Grant and allocate the amount of funds awarded to each organization.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

**3**

**SMITH COUNTY COMMISSIONERS COURT  
AGENDA ITEM REQUEST FORM**

<b>Submission Date:</b> 11/21/2025	<b>Submitted by:</b> Christina Haney
<b>Meeting Date:</b> 12/02/2025	<b>Department:</b> Purchasing/R&B
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Renew Annual Road and Bridge Bids	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the (1) one-year renewal option for the following bids and authorize the County Judge to sign all related documentation  a) RB-02-25 Refined Road Oil b) RB-04-25 Hot Mix Asphalt	
<b>Background:</b> Both bids were awarded 12/3/2024 with one year renewal options. RB-02-25 Refined Road Oil - Bryan and Bryan (no price change) RB-04-25 Longview Asphalt (price increase) & Texas Material (no price increase)	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



# COUNTY OF SMITH

## *Purchasing*

200 E. Ferguson, Suite 414

Tyler, Texas 75702

903-590-4720

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October 16, 2025

Mr. Tim Brittain  
Bryan and Bryan Asphalt, LLC,  
P.O Box 625  
Henderson, TX 75653

Re: RB-02-25 Refined Road Oil

Dear Bryan and Bryan Asphalt, LLC,

The contract above was awarded to your company on December 3, 2024. It has been determined that your company has performed in accordance with the terms and conditions of our Contract. Therefore, Smith County desires to exercise its option to renew the Contract effective from January 1, 2026, through December 31, 2026. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per the above referenced Contract.

All of our vendors are very important to us and Bryan and Bryan Asphalt performance with Smith County has been very satisfactory. Please sign this notification and return to the Purchasing

Department. Your signature will show, for our records, your approval for a one (1) year renewal on this contract.

Sincerely,

Smith County Purchasing

I hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

Company: Bryan and Bryan Asphalt, LLC

Signed: Tim Brittain

Date: 10-21-2025

Print Name: Tim Brittain



# COUNTY OF SMITH

## Purchasing

200 E. Ferguson, Suite 414  
Tyler, Texas 75702  
903-590-4720

October 16, 2025

Mr. Eddie Updike  
Longview Asphalt  
P.O. Box 3661  
Longview, TX 75606

Re: RB-04-25 Hot Mix Asphalt

Dear Longview Asphalt,

The contract above was awarded to your company on December 3, 2024. It has been determined that your company has performed in accordance with the terms and conditions of our Contract. Therefore, Smith County desires to exercise its option to renew the Contract effective from January 1, 2026, through December 31, 2026. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per the above referenced Contract.

All of our vendors are very important to us and Longview Asphalt performance with Smith County has been very satisfactory. Please sign this notification and return to the Purchasing Department. Your signature will show, for our records, your approval for a one (1) year renewal on this contract.

Sincerely,

Smith County Purchasing

I hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

Company: Longview Asphalt

Signed: 

Date: 11-20-2025

Print Name: Eddie Updike

Adjusted Pricing on Current Contract to  
extend until December 31, 2026.

Oil Dirt - \$100<sup>00</sup>/ton Price adjusted \$4.<sup>00</sup>/ton  
SP-B Hotmix - \$110<sup>00</sup>/ton Price adjusted by \$5.<sup>00</sup>/ton  
SP-C & SP-D Hotmix - \$118.<sup>80</sup>/ton Price adjusted by \$3.<sup>00</sup>/ton

**RB-02-25**  
**Annual Contract for Refined Road Oil for Smith County**

**700 Tons Refined Road Oil**

**Total Base Bid**

<b>BRYAN &amp; BRYAN</b>	
<b>\$682.00</b>	

**Bid Opening: November 20, 2024, 2:00 P.M.**

**Statistics**

**1 bid received**

Contract(s) will be in effect for one year beginning January 1, 2025 and expiring December 31, 2025

**Awarded Vendors**

Bryan & Bryan Asphalt, LLC

P O Box 625

8621 FM 2276 North

Henderson, TX 75653

Tim Brittain

903-657-2391

tbrittain@bryanasphalt.net

# RB-04-25

## Annual Contract for Hot Mix Asphalt for Smith County

		TEXAS MATERIALS	LONGVIEW ASPHALT, INC.
<b>Base Bid "A"</b>			
Plant Mix - Hot Mix Asphalt Oil Dirt	<b>PER TON</b>	<b>\$88.00</b>	<b>\$96.00</b>
<b>Base Bid "B"</b>			
Hot-Mix Cold-Laid Asphalt Concrete, Type "D"	<b>PER TON</b>	<b>\$105.00</b>	<b>\$105.00</b>
<b>Base Bid "C"</b>			
Hot Mix Asphalt Concrete, Type "D"	<b>PER TON</b>	<b>\$103.00</b>	<b>\$115.90</b>
<b>Delivery Cost per ton per mile</b>	<b>PER TON</b>	<b>\$0.50</b> <b>Minimum 10 miles</b>	<b>\$0.50</b> <b>Minimum 20 miles</b>

<b>Bid Opening: November 20, 2024, 2:00 P.M.</b>	
<b>2 bids received</b>	

Contract(s) will be in effect for one year beginning January 1, 2025 and expiring December 31, 2025

### Awarded Vendors (2 Contracts awarded)

Primary 1	Primary 2
Texas Materials 5509 Old Jacksonville Hwy Tyler, TX 75703 Lance Phillips 903-561-1321 <a href="mailto:lance.phillips@texasbit.com">lance.phillips@texasbit.com</a>	Longview Asphalt, Inc. PO Box 3661 Longview, TX 75606 903-758-0065 Casey Johnson <a href="mailto:cj@longviewbridge.com">cj@longviewbridge.com</a>

Recommend award as two (2) primary vendors as per Texas Local Government Code Sec. 262.027 (e)





# COUNTY OF SMITH

## *Purchasing*

200 E. Ferguson, Suite 414  
Tyler, Texas 75702  
903-590-4720

---

October 16, 2025

**Mr. Lance Phillips**  
**Texas Materials**  
**5509 Old Jacksonville**  
**Tyler, TX 75703**

**Re: RB-04-25 Hot Mix Asphalt**

Dear Texas Materials,

The contract above was awarded to your company on December 3, 2024. It has been determined that your company has performed in accordance with the terms and conditions of our Contract. Therefore, Smith County desires to exercise its option to renew the Contract effective from January 1, 2026, through December 31, 2026. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per the above referenced Contract.

All of our vendors are very important to us and Texas Materials performance with Smith County has been very satisfactory. Please sign this notification and return to the Purchasing Department. Your signature will show, for our records, your approval for a one (1) year renewal on this contract.

Sincerely,

Smith County Purchasing

I hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

Company: Texas Materials

Signed: 

Date: 10/28/25

Print Name: LANCE PHILLIPS

**SAME PRICING AS 2025 FOR 2026**

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# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 11/24/25	<b>Submitted by:</b> Don Bell
<b>Meeting Date:</b> 12/2/25	<b>Department:</b> Information Technology
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> <span style="font-size: 1.2em;">AXS Console Upgrade for 911 Dispatch Center</span>	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the contract for Command Central AXS Dispatch Console Upgrade with Motorola Solutions as a Capital Improvements Project under the HGAC Cooperative Contract in the amount of \$994,248 and authorize the County Judge to sign all necessary documentation.	
<b>Background:</b> This is a required upgrade of our 8 Dispatch Consoles in the 911 Center to remain functional with the upgrade of the Harris County Radio System. This project will take between 12 months and 18 months from secure equipment and install in coordination with the upgrade of the Harris County system and is necessary to encumber the project now.	
<b>Financial and Operational Impact:</b> The cost for the Project under the HGAC contract is \$994,248. \$1.5M was budgeted in CIP funds for this project and the project came in under that budgeted amount.	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Don Bell	<b>Email:</b> dbell@smith-county.com
<b>Name:</b> Rhonda Laney	<b>Email:</b> rlaney@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



**MOTOROLA SOLUTIONS**

Firm Proposal

**SMITH COUNTY, TX**

# **CommandCentral AXS Dispatch Console Upgrade**

September 2, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000123456

Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-3781 USA

September 2, 2025

Smith County  
200 E Ferguson Ste 414  
Tyler, TX 75702

Subject: Smith County AXS Console Migration

Dear Don Bell

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Smith County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically, this solution provides:


- Total of eight (8) AXS dispatch consoles to replace the (8) existing MCC7500 consoles.
- Replacement of eight (8) existing radio consolettes with eight (8) new APX consolettes in 7/800 MHz. The conventional site controller will also be replaced at Smith County's dispatch site.
- Networking equipment, site routers, switches, and conventional channel gateways are not part of this proposal.
- The existing logging system will be reused.
- The existing control station combiners and antenna system will be reused.
- ASTRO® 25 Managed Detection and Response (MDR) solution.

This proposal consists of this cover letter, description of offering, and Motorola Solutions Customer Agreement or other relevant contract together with its Exhibits. This proposal shall remain valid for 60 days from the date of this cover letter. You may accept the proposal by delivering to Motorola the signed Agreement and Purchase Order. Any questions may be directed to your Motorola Account Manager, Hailey Roberts at 254-386-6720.

We thank you for the opportunity to furnish Smith County with "best in class" solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Chris Matthieu  
Area Sales Manager



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## Section 1

# CommandCentral AXS Dispatch Console Upgrade Description

## 1.1 Overview

Motorola Solutions, Inc.'s (Motorola) CommandCentral AXS Dispatch Console reduces the barriers between systems in Smith County's dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set and a mission-critical IP network for transporting information and calls throughout the system.

## 1.2 System Design

Motorola Solutions is pleased to provide to Smith County with Motorola Solutions' latest IP-based CommandCentral AXS Dispatch Console which is proposed at the current console site and will include a total of eight (8) AXS dispatch consoles to replace the (8) existing MCC7500 consoles.

The proposed AXS dispatch consoles will allow dispatchers to have an expansive feature set and mission-critical IP network for transporting information and calls throughout the system. The proposed AXS dispatch console site will be connected into the TxWARN ASTRO 25 network system.

The proposal includes the replacement of eight (8) existing radio consolettes with eight (8) new APX consolettes in 7/800 MHz. The conventional site controller will also be replaced at Smith County's dispatch site.

Networking equipment, site routers, switches, and conventional channel gateways are not part of this proposal.

The existing logging system will be reused.

The existing control station combiners and antenna system will be reused.

Motorola Solutions is also pleased to build upon our years of ongoing support to Smith County with a response that efficiently meets the needs for your ASTRO® 25 Managed Detection and Response (MDR) solution. We have evolved into a holistic mission critical technology provider, placing Information Technology (IT), as well as cybersecurity, at the forefront of importance to protect our customers against threats to the confidentiality, integrity and availability of their operation. More information regarding our offered cybersecurity services will be provided in this proposal.

Motorola has taken great care to propose this offering that will provide Smith County with a solution that meets their communications needs. A description of the features, benefits, system architecture, and hardware components are provided in this system description.

## 1.2.1 Proposed Equipment

### Smith County Equipment Room

- One (1) DSC 8000 Site Controller
- Eight (8) APX Consolettes

### Smith County Dispatch Center

- **Qty (8) AXS dispatch operator with each:**
  - One (1) CommandCentral Hub with internal PC (Keyboard and Mouse)
  - One (1) Monitor, 22 inch
  - Two (2) Dispatch Speakers
  - One (1) Footswitch
  - One (1) Gooseneck Microphone
  - Two (2) Headset Jacks
  - Two (2) Headset Bases
  - Three (3) Noise-canceling Headsets
  - One (1) IRR + speakers
  - One (1) UPS 1500 VA Smartpro Tower

### SPARES

- One (1) CommandCentral Hub with internal PC
- One (1) Gooseneck Microphone
- Two (2) Dispatch Speakers
- One (1) Headset Bases
- Two (2) Headset Jacks
- Three (3) Noise-canceling Headsets
- One (1) Footswitch

## 1.3 Making Consoles Easy to Operate

Motorola's proposed consoles are optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when

the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

### 1.3.1 Next Generation Dispatch Experience

CommandCentral AXS features a highly configurable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities. The browser-based GUI's versatile folders, tabs, and scalable resources allow users to organize and configure their dispatch experience and make engagement more familiar and intuitive from shift to shift. Folders and tabs can be relocated, exposed, or overlapped as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

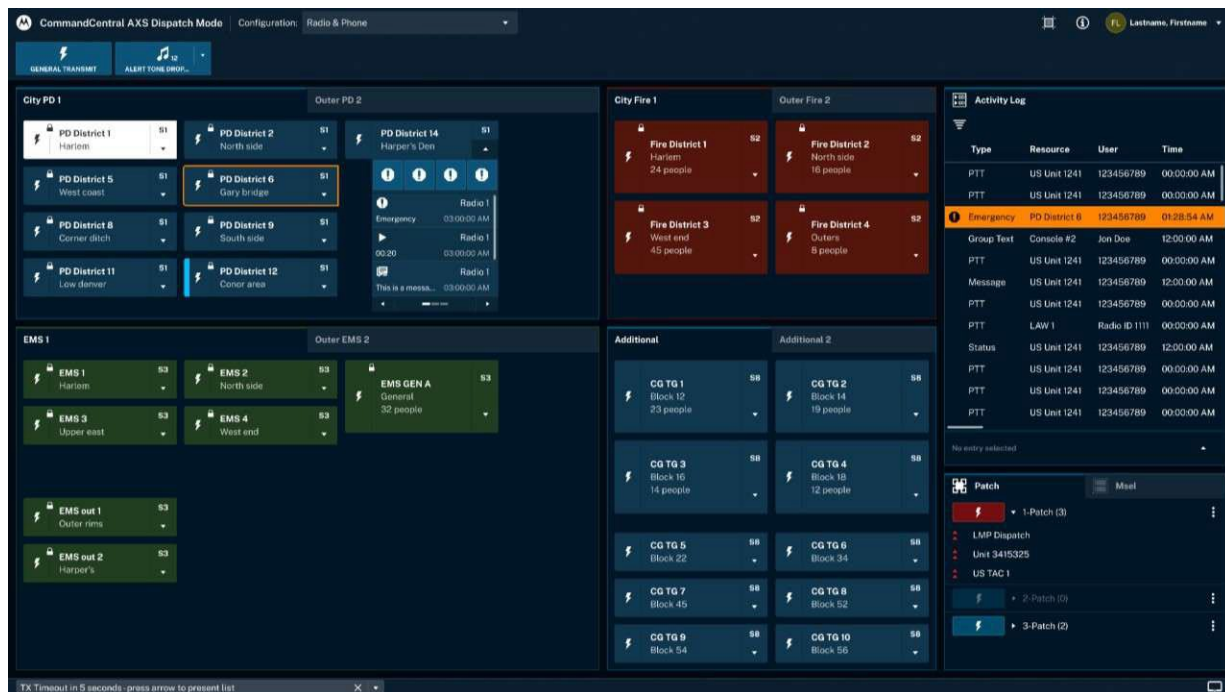


Figure 1: Next Generation Dispatch Experience

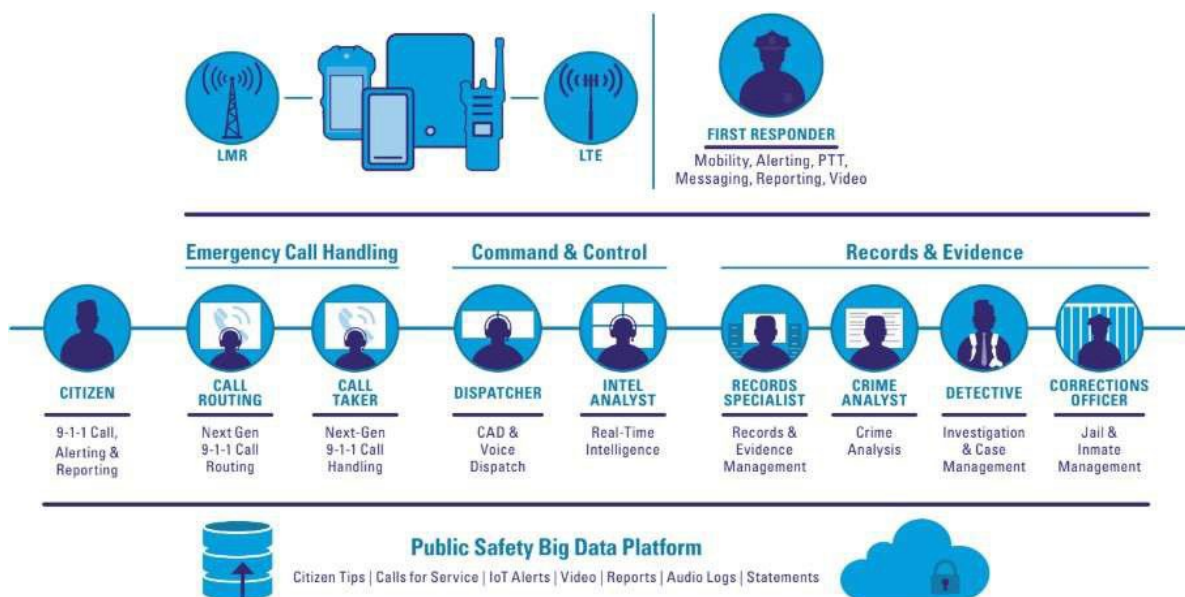
CommandCentral AXS features flexible window positioning and capabilities for quick and efficient access to services such as:

- **Activity Log** – Provides an efficient point of reference for all incoming calls into a dispatch console, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging** – Allows users to send user configured pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub enables third-party paging encoders to send pages on the selected radio resources.
- **Patch Capabilities** – Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources and conventional resources.

- **Alert Tones** – Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch console software, but any combination of these default files may be replaced with user configured.wav files to meet specific needs.
- **Channel Marker** – Enables dispatchers to send a periodically repeating piece of audio on radio resources to meet the specific needs.

### 1.3.2 Cross Platform Dispatch Capabilities

This solution is designed to take full advantage of Motorola's end-to-end software suite, CommandCentral. These cross platform integrations enhance the dispatch capabilities of CommandCentral AXS.



**Figure 2: Motorola's End-to-End Portfolio**

CommandCentral AXS is an integral part of our end-to-end portfolio, providing greater interoperability and support for Smith County's current and future investments. As needs grow and change over time, this solution's flexible integration capabilities evolve to satisfy new demands. This adaptability also enables dispatchers to be effective with the integrations and capabilities they need.

### 1.3.3 Headset Sharing

CommandCentral AXS supports Headset Sharing, which enables a dispatcher to use a common headset for both radio and 911 communications and to quickly access basic 911 call taking functionality from CommandCentral AXS. This improves the dispatcher's efficiency and accuracy when they have to concentrate on the radio dispatch GUI while handling 911 calls.

### 1.3.4 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added

to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

## **Receiving Calls from the Field and Other Dispatchers**

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

## **Initiating Calls to the Field and Other Dispatchers**

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

A safety switch is available, which prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/O's and preprogrammed pages, as well as Instant Transmit switches.

## **Audio Communication to the Field and Other Dispatchers**

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

## **Controlling Console Audio**

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

## **Controlling Network Audio**

Dispatchers can control audio on the ASTRO® 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch

and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

### 1.3.5 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between Smith County's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

#### Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

#### Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

#### Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

### 1.3.6 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

#### Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need



for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

## **Predefined Patches**

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

## **1.3.7 Call Management and Control**

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

### **Automatic Prioritization of Calls**

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

### **Manual Prioritization of Calls**

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

### **Using the Multi-Select Feature**

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

### **Standard Call Indications**

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

### **Call Alerting**

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.



Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

### 1.3.8 Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

## 1.4 Dispatch Console Solution Components

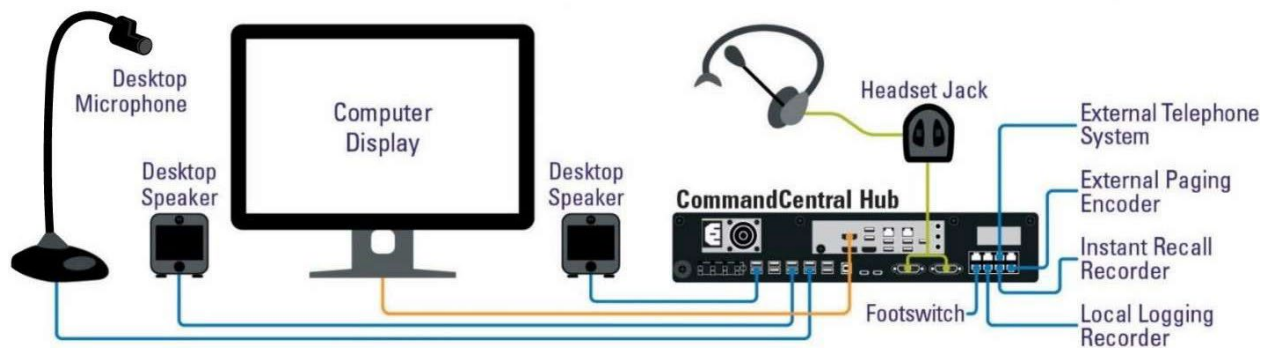
The proposed components are connected together and to the rest of the ASTRO® 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption.

The console connects directly to the radio system's IP transport network. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

### 1.4.1 CommandCentral AXS Dispatch Console Operator Position

The dispatch position supports multiple peripheral accessories, including a USB microphone, USB headset, and USB footswitch. The following list describes the components included in the proposed configuration.



**Figure 3: CommandCentral AXS Dispatch Console Accessories Example**

#### Computer Display

The dispatch position will use a 22" Computer Display touch screen.

## **B1956 CommandCentral Hub (CC Hub)**

The CommandCentral Hub (CC Hub) is the platform on which the CommandCentral AXS Dispatch Console operates. The CC Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard.

The PC that is internal to the CC Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the dispatch application.

## **Desktop Speakers**

Two audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

## **Headset Jack**

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

## **Headset**

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

## **Gooseneck Microphone**

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

## **Footswitch**

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

## **Telephone/Headset Interface Port**

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and an external telephone system.

## **External Paging Encoder Port**

The external paging encoder port provides a connection for an optional external tone paging encoder to provide tone paging services via the dispatch console. Analog paging tones generated by the encoder are transmitted by the dispatch console on the selected trunked and/or conventional radio resource(s).

## **Local Logging Recorder Port**

As an alternative or supplemental approach to an audio logging subsystem, the analog output port on the CommandCentral Hub allows an optionally available external logging recorder to be connected to a dispatch console. Long-term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch position. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch position.

The analog output port can be configured to log any combination of these audio sources, such as:

- Audio received from a currently selected radio.
- Microphone audio being transmitted by this dispatcher to the currently selected or unselected radio resources.
- Any tones generated by the dispatch position that appear in its speakers (trunking tones, emergency tones, etc.) or tones generated by an external paging encoder.

### Private Aux I/O Port

The dispatch console supports four Private Aux I/O relays located on the CommandCentral Hub of the dispatch position. Each relay can be configured to support any one of the five functions or it can be configured to be unused.

- Call on Selected Channel
- Op PTT
- Emergency Beacon
- Activate Private Relay when Public Aux I/O is Active
- Select Phone Off Hook Relay

## 1.5 APX All-Band Console

The APX All-Band Console provides a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern P25 dispatch center. Equipped with leading edge P25 Phase 2 TDMA technology and multi-band interoperability, the APX All-Band Console can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.



The APX All-Band Console's P25 operation and compatibility with legacy systems ensures that communications are clear, continuous, and coordinated across multiple users, agencies, and systems. The durable robust metal housing provides durability and allows for easy servicing, while the integrated front panel numeric keypad allows fast access to radio controls. In addition, optional features and benefits of the APX All-Band Console include:

- **Optional Multi-Band Operation in One Radio** – The APX All-Band Console delivers the convenience of three radios in one while maintaining APCO TIA receiver specifications. With the APX All-Band, personnel can use one console to communicate and provide dispatch operations across multiple digital and analog networks that operate in any three of the following frequency bands: 700 MHz, 800 MHz, VHF, and UHF (R1/R2).
- **Meets Radio Users' Needs** – The APX All-Band Console is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), and Enhanced Encryption Software Options. It is also capable of Extended Dispatch Operation including: Emergency Alarm ACK Encode, Radio Inhibit/Uninhibit Encode, Radio Monitor Encode, Radio Check Encode, Status Query Encode, Status Query Response Decode, Status Update Decode, and Message Update Decode.

## 1.6 Cybersecurity Solution Overview

Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the proposed cybersecurity services for Smith County (hereinafter referred to as "Customer"). This proposal is conditional upon the host system, TxWARN (hereinafter referred to as "Host") subscribing to ASTRO Managed Detection and Response (MDR and the core being enabled for Endpoint Detection and Response (EDR).

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. With MDR, Motorola Solutions will provide access to our ActiveEyeSM Security Platform, along with 24x7 support from specialized security technologists, who will monitor your mission critical network against threat and intrusion.

The following ASTRO® 25 Managed Detection and Response features and services are included in our proposal:

- **ActiveEye<sup>SM</sup> Managed Detection and Response Elements.**
  - ActiveEye Security Management Platform.
- **Service Modules.**
  - Log Collection / Analytics.
  - Endpoint Detection and Response (EDR).
- **Security Operations Center Monitoring and Support.**

## 1.1.1 Site Information

The following site information is included in the scope of our proposal:

Site / Location	Quantity
Network Management Clients	0
Dispatch Consoles	8
AIS	0

**Table: Site Information**

### Services Included

The ActiveEye service modules included in our proposal are listed below.

Service Module	Features Included	Network Environment
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	Consoles
Endpoint Detection and Response (EDR)	Online Storage Period: 30 Day Storage	Consoles

**Table: Service Modules**

### Services Included

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEyeSM security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include but are not limited to: requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The Managed Detection and Response service includes the deployment and optimization of these elements into the Customer's network.

## 1.1.2 Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

### 1.1.2.1 ActiveEye Security Platform

Motorola Solutions' ActiveEyeSM security platform collects and analyzes security event streams from ActiveEye Remote Security Sensors (AERSS) in the Host's ASTRO 25 network and applicable CEN

systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

If the Host provides it, the Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included console infrastructure.

1.1.2.2 ActiveEye Managed Security Portal

The ActiveEye Managed Security Portal will synchronize security efforts between the Host, Customer and Motorola Solutions. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

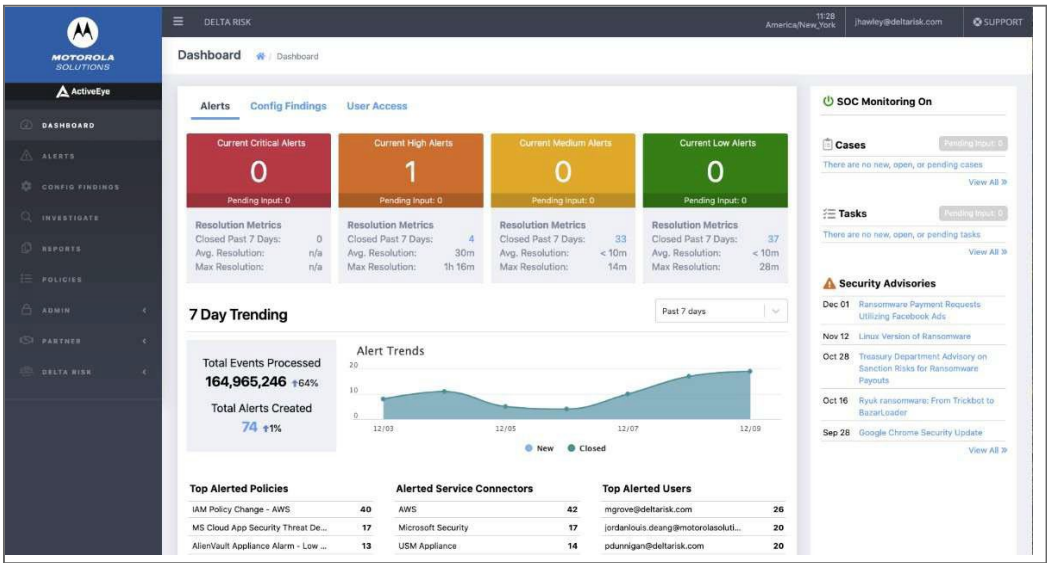


Figure: ActiveEye Interface

1.6.1.1 Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

1.6.1.2 Security Cases

When the Customer and Motorola Solutions identify a threat, the SOC will create a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases.

### 1.6.1.3 Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

### 1.6.1.4 Investigations and Reporting

ActiveEye Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

### 1.6.1.5 Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

### 1.6.1.6 Information Sharing

The ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

### 1.6.1.7 User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given



administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

### 1.1.3 Service Modules

ActiveEye delivers service capability by integrating one or more service modules. These modules provide ActiveEye analytics more information to correlate and a clearer vision of events on the Customer's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye service module in detail.

#### 1.1.3.1 Log Collection / Analytics

The AERSS deployed in the Host's system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Management Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed, see Table: Service Modules for subscription details.

#### 1.1.3.2 Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

### 1.1.4 Security Operations Center Services

Motorola Solutions delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola Solutions' SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate, and triage detected threats, and to recommend responses to the Customer.



## 1.7 Electrical, HVAC, and Equipment Space Requirements

Customer-provided primary power and backup power, including generator, will be used for the solution. Motorola has included small UPS for each console position.

Motorola requires one (1) 20 Amp Quad outlet for each new console position and two (2) 40 Amp Quad outlets for the network equipment in the IT Room.

The table below shows the minimum power requirement for the proposed equipment.

**Table 1-1: Preliminary Power Requirements**

Equipment	Qty	Unit Power (W)	Unit BTU	Total Power (W)	Total BTU
<b>Dispatch Room</b>					
AXS Command Central Hub	8	180	584	1440	4672
Speaker	16	26	86	416	1376
Headset Jackbox	16	1	4	16	64
Gooseneck Microphone	8	1	4	8	32
Footswitch	8	1	4	8	32
22" Tech Global, Touch	8	19	62	152	496
<b>Totals OPs</b>				<b>2040</b>	<b>6672</b>
<b>Backroom</b>					
Conventional Site Controller DSC8000	1	137	444	137	444
APX Consolettes	8	365	1245	2920	9960
<b>Totals Back-Room</b>				<b>3057</b>	<b>10404</b>

## 1.8 Cutover

In order to update the existing consoles, Smith County and Motorola will need to develop a cutover plan. Motorola will closely work with the County and provide a cutover plan during the implementation phase of this project.

The preliminary high-level plan is as follows:

- Customer prepares space and power for the new AXS positions in the Dispatch Center.
- Uninstall existing MCC 7500 Consoles, one by one, and install new AXS Console Positions.
- Motorola to replace existing G-Series Site Controller with Next Gen Conventional Site Controller.
- Uninstall existing Consolettes, one by one, and install new APX Consolettes.

- Run ATP.

## 1.9 Acceptance Test Plan

The proposed solution's system acceptance will occur upon successfully completing a Functional Acceptance Test Plan (FATP), which will test the installed equipment's features, functions, and failure modes. This plan will validate that the Smith County solution operates according to its design.

An ATP will be provided during the implementation phase of this project. All tests will be performed as described in the ATP and the acceptance test procedures will be mutually approved prior to the start of the acceptance testing. Customer representatives are encouraged to witness this field-testing in order to gain a better understanding of the system and test process.

Section 2

# Statement of Work

## 2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Smith County. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and Smith County to implement the solution described in the System Description.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

**Work is as described in the System Description and Statement of Work, and all other work is excluded.**

## 2.2 Responsibility Matrix

Motorola will use a phased approach for successfully implementing the proposed equipment.

Number of Dispatch Consoles	Location Name
Eight (8) AXS Consoles	Smith County Fire Marshal's Office
Eight (8) APX Consolettes	Smith County Fire Marshal's Office
One (1) Next Gen Conventional Site Controller	Smith County Fire Marshal's Office

The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X

Tasks	Motorola Solutions	Customer
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	

Tasks	Motorola Solutions	Customer
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Planning</b>		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Deliverable: Information and permitting requirements completed at each site.		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X

Tasks	Motorola Solutions	Customer
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>Equipment Shipment and Storage</b>		
Provide secure location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	

Tasks	Motorola Solutions	Customer
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Deliverable: Equipment installed.		
Console and Control Station Installation and Configuration		
Provide console furniture and make room for new console installation.		X
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install CommandCentral Hub and all associated console equipment at each position.	X	
Install peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Ensure there is enough space, power, and grounding available to install the proposed Console and Control station equipment as applicable.		X
Provide existing control station codeplugs or provide a list of channels (and associated parameters) to program the proposed control stations.		X
Perform control station programming.		X

Tasks	Motorola Solutions	Customer
Install control stations/consolettes (up to 8) in the backroom equipment rack.	X	
Decommission the applicable console equipment and control stations.	X	
Dispose of any decommissioned equipment.		X
Deliverable: Console equipment and control station installation completed.		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
<b>Training</b>		
Finalize schedule for training coursework.	X	
Provide a training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposal training classes.		X
Deliverable: Training coursework completed.		
<b>PROJECT TRANSITION</b>		



Tasks	Motorola Solutions	Customer
<b>Cutover</b>		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.	X	
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X

Tasks	Motorola Solutions	Customer
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

## 2.3 Assumptions

Motorola Solutions has documented these assumptions and responsibilities to avoid ambiguities, and ensure that we share a common understanding of all conditions and responsibilities. As part of the process leading to a final system design and implementation plan, we welcome Smith County's comments and suggested changes to the identified assumptions and responsibilities.

- Unless specifically stated otherwise herein, this proposal does not address modifications, upgrades, or repairs to any existing equipment; site civil work; tower construction; or other building installations or renovations that may be required to prepare the sites for equipment installation.
- Smith County is responsible for providing environmental controls to meet the Heating, Ventilation and Air Conditioning (HVAC) and humidity environments as defined in the Motorola document, Standards and Guidelines for Communication Sites (R56) at the equipment room.
- Smith County will provide adequate space, grounding and electrical connections at the console site.
- Motorola assumes the distance between the IT backroom equipment and the dispatch console site is no more than 328 feet.
- An antenna system for the new eight (8) APX consolettes is not included in this proposal. The existing control station combiner and antenna system will be reused.
- The existing logging system will be reused.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Smith County.
- Smith County will obtain any ILA/MOUs or lease agreements necessary to install/use the proposed equipment.
- Customer will be responsible to provide all necessary primary power and backup power/UPS/generators to meet the power requirements of the proposed system. Any electrical upgrades would be the Customer's responsibility.
- Motorola's understanding is that Smith County is providing backhaul to meet or exceed the needed connectivity requirements.
- Customer is responsible to provide a high speed internet connection for downloading the software updates directly to the CommandCentral AXS Dispatch Console subsystem.
- This proposal does not include any telephony media gateway (or connections to telephones) nor any paging features for the consoles.
- Customer is responsible to ensure communication site meet space, grounding/surge suppression to R56 standards, power, and connectivity requirements. Any facility upgrades will be the responsibility of the Customer.

- Smith County is responsible for programming and encryption key loading for the proposed eight (8) APX consolettes. Motorola has not included consolettes programming in the proposal.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola receiver(s). Should the customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Any required system interconnections not specifically outlined here will be provided by the Customer.
- Where necessary, Smith County will provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the site.
- It is assumed existing conduits and core bore openings will be available for use during cable installation, if needed. Any structural modification (floor coring, conduit, other penetrations) to install cabling between the dispatch room to the equipment room will be the Customer's responsibility.
- Smith County is responsible to provide the furniture for the new dispatch equipment.
- Decommissioning of equipment is included in this scope.
- Training for the new AXS positions is included.
- Spares are included in this proposal.

## 2.4 Schedule

Motorola's preliminary schedule indicates total project implementation to be approximately 8 months pending supply chain availability at the time of purchase. This preliminary schedule is included for informational purposes only and assumes that all customer responsibilities as defined above are completed, as required. If site improvements or site approvals are needed these must be completed prior to equipment shipping to the field.

PROJECT PHASE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Contract Execution								
Pre to Post Transition								
Project Kick-off / CDR								
Equipment Order / Ship								
Inventory Equipment								
Install Equipment								
Program / Configure / Optimize								
Training								
Testing, Acceptance								
Cut-Over (Go-Live)								
Closeout								

## 2.5 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

## Section 3

# ASTRO 25 Managed Detection and Response Statement of Work

## 1.2 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions, Inc. (Motorola Solutions) Cybersecurity services as presented in this proposal to Smith County (hereinafter referred to as “Customer”).

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions’ [Software Support Policy \(SwSP\)](#).

## 1.3 Deployment Timeline

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

### 1.3.1 Deployment Timeline and Milestones

To initiate the ASTRO 25 Managed Detection and Response service to function, Motorola Solutions and the Customer must perform deployment tasks. Service deployment is broken into the following phases, each with specific deliverables.

#### 3.1.1.1 Phase 1: Information Exchange

After contract execution, Motorola Solutions will schedule a service kick-off meeting with Customer and provide information-gathering documents. The kick-off meeting may be conducted at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

#### 3.1.1.2 Phase 2: Infrastructure Readiness

Motorola Solutions will provide detailed requirements regarding Customer infrastructure preparation actions after kick-off meeting. It is the Customer’s responsibility to accomplish all agreed upon infrastructure preparations.

### 3.1.1.3 Phase 3: System Buildout and Deployment

Motorola Solutions will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola Solutions will also provide detailed requirements regarding Customer deployment actions. The Customer may be required to deploy software and/or configurations in cases where Motorola does not manage the device and does not have access or authorization to perform the installation.

Motorola will coordinate with the customer to identify and schedule mutually agreeable maintenance windows where Motorola will perform integration of endpoint detection and response agents at in-scope sites and Customer Enterprise Networks (CENs). Endpoint detection and response agents will not be installed at sites that do not meet the minimum connectivity requirements (either site links with sufficient bandwidth or Control Room Firewalls with customer provided internet). Motorola will leave the existing antivirus solution in place on endpoints located at these out of scope sites.

### 3.1.1.4 Phase 4: Monitoring Turn Up

Motorola Solutions will verify all in-scope assets are properly forwarding logs or events and notify Customer of any exceptions. Motorola Solutions will begin monitoring any properly connected in-scope sources after the initial tuning period.

### 3.1.1.5 Phase 5: Tuning and Customer Training

Motorola Solutions will conduct initial tuning of the events and alarms in the service and ActiveEye training.

## 1.3.1.1 Service Commencement

The Service will commence with the Service Onboarding phase or within 30 days of contract signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package "Turn Up" go live date. Motorola and the Customer will collaborate to complete the additional deployment tasks.

## 1.3.2 General Responsibilities

### 1.3.2.1 Motorola Solutions Responsibilities

- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Integrate EDR agents as per the "Deployment Timeline and Milestones" section in all network segments where endpoint detection and response is in scope.
  - Note that network segments with insufficient connectivity to support endpoint detection and response will be considered out of scope for endpoint detection and response

- Motorola will perform the installation of endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for all Motorola managed devices that support endpoint detection and response agents.
- Motorola will support the customer with installing endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for any device that supports endpoint detection and response agents and is not Motorola Solutions managed. Due to the fact that Motorola does not typically manage the devices and network connectivity for endpoints in the Control Room CEN, it is ultimately the customer's responsibility to perform this installation.
- Assist the Customer with the installation of log forwarding agents on systems that are not managed by Motorola. Note, Motorola will perform installation on all endpoints that are managed by Motorola.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer's system in accordance with [Priority Level Definitions and Notification Times](#). This may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Ensure that all monitored devices within the network are properly configured for Syslog, forwarding events to the centralized event log server.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.

### 1.3.2.2 Customer Responsibilities

- The ASTRO 25 Managed Detection and Response service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput of 10Mbps per zone.
  - High availability Internet Connection (99.99% (4-9s) or higher).
  - Packet loss < 0.5%.
  - Jitter <10 ms.
  - Delay < 120 ms.
  - RJ45 Port Speed - Auto Negotiate.
  - If an ASTRO site link will be leveraged for endpoint detection and response communications, that site link must support a minimum of 2 Mbps of bandwidth.

- Maintain an active Security Update Service (SUS) subscription, ensuring patches and antivirus definitions are applied according to the release cadence of the service.
- For regional adders to another system, the hosted core (regional system) must subscribe to and maintain either an ActiveEye Pulse or ASTRO 25 Managed Detection and Response service, as well as be enabled for EDR.
- Allow Motorola Solutions continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.
- Provide continuous utility service(s) to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola Solutions with contact information necessary to complete the Customer Support Plan (CSP). Notify the assigned Customer Support Manager (CSM) in advance of any contact information changes.
- Notify Motorola Solutions if any new components are added to or removed from the environment as it may be necessary to update or incorporate in Managed Detection and Response. Changes to monitored components may result in changes to the pricing of the Managed Detection and Response service.
- Ensure that the ASTRO 25 system is operating on a Motorola supported release.
- Allow Motorola Solutions' dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola Solutions and perform all acts that are required to enable Motorola Solutions to provide the services described in this SOW.
- Respond to Cybersecurity Incident Cases created by the Motorola Solutions Security Operations Center.

### 1.3.3 Service Modules

The following subsections describe the delivery of the service modules selected in Table: Service Modules.

#### 1.3.3.1 Log Analytics

The ActiveEye platform collects logs and other security information from applicable servers, workstations, switches, routers, network intrusion detection sensors, and firewalls in the system. Advanced analytics are used to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

#### 3.1.1.6 Motorola Solutions Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources.



Applies to included console infrastructure.

### 1.3.3.2 Endpoint Detection and Response

Endpoint detection and response agents deployed on in-scope and supported Windows and Linux hosts and servers throughout the system constantly monitor for indicators of compromise and feed this information back to the ActiveEye security platform. The Security Operations Center monitors this feed and is ready 24/7 to take action when a detection is made.

### 3.1.1.7 Motorola Solutions Responsibilities

- Install and/or support the installation of endpoint detection and response agents on in scope endpoints in the system as detailed in the [“Deployment Timeline and Milestones”](#) section.
- Monitor endpoint detection and response feeds for detections of indicators of compromise.
- In the event of the detection of an indicator of compromise, perform detailed investigations of the event.
- Per the Customer’s security policies and defined incident response plan, alert and engage the customer and potentially take an action to deploy a countermeasure to contain the incident.

Applies to included console infrastructure.

## 1.4 Security Operations Center Monitoring and Support

### 1.4.1 Scope

Motorola Solutions will start monitoring the ASTRO 25 Managed Detection and Response service in accordance with Motorola Solutions processes and procedures after deployment, as described in [Deployment Timeline and Milestones](#).

The SOC receives system-generated alerts 24x7 and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with [Priority Level Definitions and Notification Times](#).

### 1.4.2 Ongoing Security Operations Center Service Responsibilities

### 3.1.1.8 Motorola Solutions Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer’s defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer’s corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

### 3.1.1.9 Customer Responsibilities

- Provide Motorola Solutions with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points-of-Contact (PoC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola Solutions at least 24 hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola Solutions' ability to perform the Managed SOC Service, as described in this SOW.

## 1.4.3 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8am to 7pm CST.

### 3.1.1.10 Motorola Solutions Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

### 3.1.1.11 Customer Responsibilities

- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve the issue.

### 3.1.1.12 Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye Security Management platform and does not include use or implementation of third-party components.

## 1.4.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Solutions Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise and contain the activity to the extent possible with the Motorola security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola Solutions and Customer will be responsible for the tasks defined in the following subsections.

### 3.1.1.13 Motorola Solutions Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola Solutions managed technology. Communicate to the Customer any additional potential containment actions and incident response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye Managed Detection and Response integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola Solutions services exclude performing on-site data collection or official forensic capture activities on physical devices.

### 3.1.1.14 Customer Responsibilities

- Maintain one named PoC to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola Solutions teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

## 1.4.5 Event Response and Notification

Motorola Solutions will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

**Table: Event Handling**

Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola Solutions to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola Solutions to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 3-2: Notification Procedures.

### 3.1.1.15 Notification

Motorola Solutions will establish notification procedures with the Customer, generally categorized in accordance with the following table.

**Table: Notification Procedures**

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola Solutions will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola Solutions during the implementation process.

### 3.1.1.16 Tuning

Motorola Solutions will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola Solutions may recommend these be addressed by the Customer to preserve system and network resources.

Motorola Solutions will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

### 3.1.1.17 Tuning Period Exception

The tuning period is considered to be the first 30 days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola Solutions may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola Solutions will provide responses and notifications during this period.

Motorola Solutions may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

## 1.4.6 Priority Level Definitions and Notification Times

Motorola Solutions will analyze events created and/or aggregated by the ASTRO® 25 Managed Detection and Response services, assess their type, and notify the Customer in accordance with the following table.

Incident Priority	Incident Definition	Notification Time
<b>Critical P1</b>	Security incidents that have caused or are suspected to have caused significant and/or widespread damage to the functionality of Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: Malware that is not quarantined by anti-virus. Evidence that a monitored component has communicated with suspected malicious actors.	Response provided <b>24 hours, 7 days</b> a week, including US Holidays.
<b>High P2</b>	Security incidents that have localized impact but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: Malware that is quarantined by antivirus. Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided <b>24 hours, 7 days</b> a week, including US Holidays.
<b>Medium P3</b>	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples: Suspected unauthorized attempts to log into user accounts. Suspected unauthorized changes to system configurations, such as firewalls or user accounts. Observed failures of security components. Informational events. User account creation or deletion. Privilege change for existing accounts.	Response provided Monday through Friday <b>8 a.m. to 5 p.m.</b> local time, excluding US Holidays.
<b>Low P4</b>	These are typically service requests from Customer.	Response provided Monday through Friday <b>8 a.m. to 5 p.m.</b> local time, excluding US Holidays.

**Table: Priority Level Definitions and Notification Times**

### 1.4.6.1 Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.

Priority	Response Time
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

#### 1.4.6.2 ActiveEye Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye Platform.

## 1.5 Limitations and Exclusion

Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola Solutions' scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

## 1.5.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola Solutions does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the statement of work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

## 1.5.2 Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola Solutions in the United States (US) and/or other Motorola Solutions operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

## 1.5.3 Customer and Third-Party Information

Customer understands and agrees that Motorola Solutions may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long as not specifically identifying the Customer, Customer data shall not include, and Motorola Solutions shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned, or developed in the course of providing services.

## 1.5.4 Third-Party Software and Service Providers, including Resale

Motorola Solutions may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms are available publicly, through performance, or upon request.

Motorola Solutions disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola Solutions disclaims any responsibility for customer use or

implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.



## Section 4

# Training

## 4.1 Training Overview

Partnering with Motorola Solutions will enable Smith County to build personnel competency and maximize return on investment.

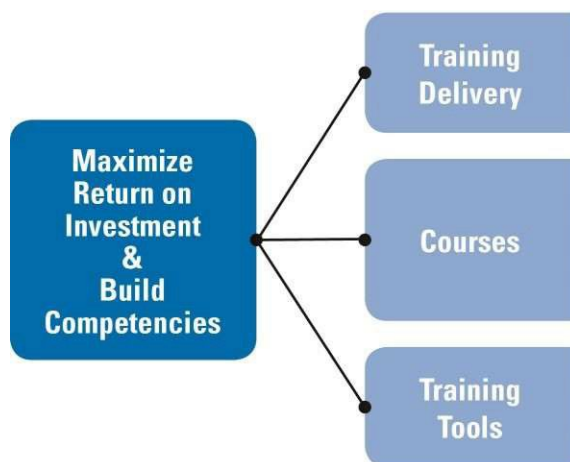
Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to Smith County is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide Smith County's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with Smith County to tailor a final training plan to enable Smith County's organization to operate, configure, and manage the proposed solution effectively and efficiently.



## 4.2 Motorola Solutions Training

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.



**Figure 4-1: Build the competencies of Smith County personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.**

## 4.3 Proposed Training Overview for Smith County

In order to achieve the training goals identified by Smith County, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically.

Note: The Customer's installed and operational system is required for training.

### 4.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
<b>CommandCentral AXS Dispatch Console ADMIN and CommandCentral AXS Dispatch Console Operator</b> 3 training consoles Ratio: 2 per training console (Instructor-led)	Console Supervisors	1 (8-hour Session)	1 day	Tyler, TX	Prior to Cutover	5
<b>CommandCentral AXS Dispatch Console Operator</b> 3 training consoles Ratio: 2 per training console (Instructor-led)	Console Operators	4 (4-hour Sessions)	2 days	Tyler, TX	Prior to Cutover	21 (6 per Session)

### 4.3.2 Course Descriptions for Smith County

Course descriptions for Smith County are included on the following pages.

#### 4.3.2.1 CommandCentral AXS Dispatch Console Administrator

<b>Course Synopsis and Objectives:</b>	<p>This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in administration. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console administration.</p> <p>The students will be able to operate, administer and configure a CommandCentral AXS Dispatch position for daily use within an organization.</p> <p>By the end of the course, the student will be able to:</p> <ul style="list-style-type: none"> <li>Describe the purpose of the CommandCentral AXS Dispatch application</li> <li>Identify the hardware components that make up the dispatcher position</li> </ul>
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Delivery Method: Duration: Participants: Class Size: Prerequisite: Curriculum:	<ul style="list-style-type: none"> <li>Identify elements that make up the menu and toolbar structure within the Dispatch software</li> <li>Perform administrator operations: <ol style="list-style-type: none"> <li>Configuring dispatch screen layouts</li> <li>Configure various peripheral devices for use with a dispatch position (e.g., speakers, microphone, headsets, footswitch)</li> </ol> </li> </ul>
	ILT – Instructor-led training
	4 hours – CommandCentral AXS Dispatch Console Operator plus 4 hours – CommandCentral AXS Dispatch Console Administrator
	Dispatch Console Administrators, Console Service Personnel
	Based on number of Training Consoles available (2 students per Console)
	None
	Course Modules: <ul style="list-style-type: none"> <li>CommandCentral AXS Console Basics</li> <li>CommandCentral AXS Software Administration</li> </ul>

#### 4.3.2.2 CommandCentral AXS Dispatch Console Operator

Course Synopsis and Objectives:	<p>This training has been designed for new users of the CommandCentral AXS Dispatch Console. It provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation.</p> <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> <li>Perform basic operational tasks of the dispatch console.</li> <li>Utilize the provided job aids to perform specific tasks associated with the console.</li> <li>Understand a high level view of the system configuration.</li> <li>Understand a high-level overview of the customer system configuration.</li> <li>Understand general console operation.</li> <li>Understand proper operating procedures for specific customer features.</li> </ul>
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators and Supervisors who perform the daily operations of the CommandCentral AXS Dispatch Console.
Class Size:	Based on number of Training Consoles available (2 students per Console)

Prerequisite:	None
Curriculum:	<p>Course Modules:</p> <ul style="list-style-type: none"><li>▪ AXS Dispatch Console Basics</li><li>▪ Radio Transmission</li><li>▪ Group Operations</li><li>▪ Emergency Alarms</li><li>▪ Customizing User Interface During a Dispatch Session</li><li>▪ Peripheral Configuration Tool</li><li>▪ Simulations</li></ul>

## Section 5

# Warranty Plan

## 5.1 Overview

Advanced Plus Services for ASTRO® 25 infrastructure is a comprehensive program to sustain the long-term performance of Smith County's network. Advanced Plus Services consists of the following elements:

- ASTRO System Monitoring
- Managed Detection and Response
- Network Event Monitoring
- Remote Technical Support
- Network Hardware Repair
- Remote Security Update Service (RSUS)
- On-site Infrastructure Response
- Annual Preventative Maintenance
- Network Updates

Together, these elements will help to avoid operational disruptions and maintain the value of Smith County's communications investment.

**It is Motorola's understanding that TxWARN pays for SUS, RSUS, and Technical Support for tenants on Zone 1 and Zone 2.**

## 5.2 Advanced Plus Services Element Descriptions

The following sections describe the elements proposed for Smith County's ASTRO 25 infrastructure.

### 5.2.1 ASTRO System Monitoring

ASTRO System Monitoring Service includes advanced network and security monitoring along with connectivity to deliver these services.

#### Managed Detection and Response

Experienced, specialized cybersecurity analyst at Motorola's Security Operations Center (SOC) will monitor the Customer's ASTRO® 25 radio network for security threats. SOC analysts will coordinate with the Customer through the ActiveEye<sup>SM</sup> Security Platform to identify and mitigate threats to the Customer's networks.

#### Network Event Monitoring

Real-time, continuous ASTRO® 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

## 5.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Smith County to help diagnose, troubleshoot and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

## 5.2.3 Network Hardware Repair

To restore Smith County's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

## 5.2.4 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions provides the Remote Security Update Service (RSUS). With this service, Motorola Solutions deploys antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions will remotely install tested updates on Smith County's ASTRO 25 network. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

## 5.2.5 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Smith County's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Services and in the Customer Support Plan agreed between Smith County and Motorola Solutions.

## 5.2.6 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

## 5.2.7 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps Smith County's ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, Smith County's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

1. **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
2. **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware that will support the new software update, as well as maintain existing functions and features.
3. **Professional Implementation Services** – Motorola Solutions will plan and implement updates at Smith County's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, Smith County will have access to the technology, support and planning expertise needed for an effective upgrade.

## 5.3 Motorola Solutions Service Delivery Ecosystem

Advanced Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Smith County's administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

### 5.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Smith County, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that

incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

### 5.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

### 5.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide Smith County with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Smith County's representatives to check repair status, from inbound shipment to return.

### 5.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Smith County's key point of contact for the definition and administration of services. The CSM will work with Smith County to define service delivery details to address Smith County's specific priorities.

### 5.3.5 Customer Hub

To provide Smith County with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



**Figure 5-1: Customer Hub offers real-time, role-based access to critical network and services information.**

With Customer Hub, Smith County's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance
- Viewing incident reports



- Updating and creating incidents
- Checking system update status
- Receiving pro-active notifications regarding updates

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

## Section 6

# Pricing Summary

Motorola is pleased to provide the following equipment and services as a part of this proposal.

Description	Price (\$)
Smith County – Dispatch upgrade – (8) AXS Consoles	\$1,121,766
<i>HGAC Contract Discount</i>	<i>\$127,519</i>
<b>Total System</b>	<b>\$994,248</b>

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

**Section 7**

# Contractual Documentation

Provided on the following pages.

## H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Smith County enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Customer desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Customer; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the "H-GAC Contract"), which provided that End Users may purchase communications and related equipment and services from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

### Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Smith County Addendum to Motorola Solutions, Inc. Agreement"

Exhibit B "Motorola Software License Agreement"

Exhibit C "Payment"

Exhibit D Technical and Implementation Documents

D-1 "System Description"

D-2 "Pricing Summary & Equipment List"

D-3 "Implementation Statement of Work"

D-4 "Acceptance Test Plan" or "ATP"

D-5 "Performance Schedule"

Exhibit E "System Acceptance Certificate"

Exhibit F H-GAC Contract No. RA-05-21

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through F will be resolved in their listed order, ~~except that Exhibit E shall prevail over this entire Agreement in the event of a conflict, and~~ 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.



Capitalized terms used in this Agreement have the following meanings:

**“Acceptance Tests”** means those tests described in the Acceptance Test Plan.

**“Addendum (Addenda)”** is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

**“Administrative User Credentials”** means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**“Beneficial Use”** means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

**“Confidential Information”** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**“Contract Price”** means the price for the System and implementation Services, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

**“Deliverables”** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

**“Force Majeure”** means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other

Services described in the applicable Proposal.

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Motorola or its affiliated companies owns.

**“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

**“Software”** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**“Software License Agreement”** means the Motorola Software License Agreement (Exhibit A).

**“Software Support Policy” (“SwSP”)** means the policy set forth at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

**“Solution”** means the combination of the System(s) and Services provided by Motorola under this Agreement.

**“Solution Data”** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

**“Specifications”** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**“SUA” or “SUA II”** means Motorola’s Software Upgrade Agreement program.

**“Subsystem”** means a major part of the System that performs specific functions or operations.

Subsystems are described in the Technical and Implementation Documents.

**“System”** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

**“System Acceptance”** means the Acceptance Tests have been successfully completed.

**“System Data”** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**“Warranty Period”** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3      SCOPE OF AGREEMENT AND TERM**

3.1.      **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.      **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3.      **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4.      **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at [https://www.motorolasolutions.com/en\\_us/registration](https://www.motorolasolutions.com/en_us/registration) and the shop support telephone number is (800) 814-0601.

3.5.      **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.



3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## **Section 4 SERVICES**

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. **INTEGRATION SERVICES; MAINTENANCE AND SUPPORT SERVICES.** Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

4.3. **ADDITIONAL SERVICE TERMS.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

4.4. **ADDITIONAL PRODUCT TERMS.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:  
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)  
[Drone related Products](#)  
[Comparison Manager](#)  
[Data licensed from Motorola](#)

4.5. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) and will

be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.6. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.7. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.8. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.9. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.10. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.11. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.12. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.13. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.14. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum, or amendment to this Agreement.

## **Section 5      PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## **Section 6      CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$994,248, which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Payment for goods and services under this agreement shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC(optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is: Name:

Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

## **Section 7 SITES AND SITE CONDITIONS**

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8 TRAINING**

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If

Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 9        SYSTEM ACCEPTANCE**

9.1.     COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2.     SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3.     BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4.     FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 10      REPRESENTATIONS AND WARRANTIES**

10.1.    SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2.    EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3.    SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to**

**conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11 DELAYS**

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 12      DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state, and County in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 13      DEFAULT AND TERMINATION**

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

## **Section 14 INDEMNIFICATION**

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section 14.1 – General Indemnity by Motorola are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

### **14.3. PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to



defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

## **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

16.1.      CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 **DATA AND FEEDBACK.**

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

## **Section 17 GENERAL**

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents

of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for

resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

By:  \_\_\_\_\_

Name: Chris Matthieu

Title: Area Sales Manager

Date: 9/3/2025

**Customer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

STATE OF TEXAS                   §  
   §  
COUNTY OF SMITH               §

ADDENDUM TO MOTOROLA SOLUTIONS, INC. AGREEMENT  
Pursuant to H-GAC Contract  
(Service Purchased: Command Central AXS Dispatch Console Upgrade)

THIS ADDENDUM ("Addendum") is entered into by and between Smith County, ("County"), a body corporate and politic under the laws of the State of Texas, and Motorola Solutions, Inc., ("Motorola"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted the H- GAC Communications System and Services Agreement, for Command Central AXS Dispatch Console Upgrade and Quote (the "Agreement"), collectively attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified services concerning the Command Central AXS Dispatch Console Upgrade as provide in the September 2, 2025 Proposal submitted to Smith County (the "Services"); and

WHEREAS, County desires that Motorola provide Services as will be more specifically described in this Agreement; and

WHEREAS, Motorola represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the Houston-Galveston Area Council ("H-GAC") Contract No. RA05-21, incorporated fully by reference within Exhibit A, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, Motorola will render Services to County as described in Exhibit A, and in accordance with the requirements and specifications of H-GAC Contract No. RA05-21. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay.

All performance of the Scope of Services by Motorola including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Motorola may submit invoice(s) electronically in a form acceptable to County Auditor. If County disputes charges related to the invoice submitted by Motorola, County shall notify Motorola no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Smith County under this Agreement, Smith County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which

### Exhibit A

appropriations were made without penalty, liability or expense to Smith County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed. To the extent Motorola has delivered Equipment or performed Services prior to the last day of the fiscal period for which the appropriation was made, Customer shall be liable for such Equipment or Services

4. **Limit of Appropriation.** Motorola clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Nine Hundred Ninety-Four Thousand, Two Hundred and Forty-Eight dollars and 00/100 (\$994,248.00), specifically allocated to fully discharge any and all liabilities County may incur. Motorola does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Motorola may become entitled to and the total maximum sum that County may become liable to pay to Motorola shall not under any conditions, circumstances, or interpretations thereof exceed Nine Hundred Ninety-Four Thousand, Two Hundred and Forty-Eight dollars and 00/100 (\$994,248.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Motorola expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Motorola shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Motorola expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Motorola for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Smith County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Motorola in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Motorola hereby verifies that Motorola and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate, to the best of Motorola's knowledge, some of the provisions below may not be applicable. If the County of Smith deems a provision to be material for the performance of this contract, the County of Smith will allow Motorola thirty (30) days to

## Exhibit A

validate and certify the applicable provision:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. Comply with Clarification: Motorola has a very limited business with Sudan, mostly related to United Nations programs. In fact, the US embargo on Sudan was terminated back in early 2021
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Motorola does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Motorola does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Motorola does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, MOTOROLA ACKNOWLEDGES THAT SMITH COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Motorola may use County's name without County's prior written consent only in any of Motorola's customer lists, any other use must be approved in advance by County.
12. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.
13. **Performance Warranty.** Motorola warrants to County that Motorola has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Motorola will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- Motorola warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and in accordance with the requirements and specifications of H-GAC Contract No. RA05-21.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of H-GAC Contract No. RA05-21, then the terms and conditions of H-GAC Contract No. RA05-21 controls to the extent of the conflict.



#### Exhibit A

15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Motorola as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. Motorola shall promptly furnish all such data and material to County on request.
20. **Personnel.** Motorola represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Motorola shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Motorola shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Motorola or agent of Motorola who is objectively incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon reasonable request of County, be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Motorola shall comply with, and ensure that all Motorola Personnel comply with, all rules, regulations and policies of County that are communicated to Motorola, including security procedures concerning systems and data, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

21. **Compliance with Laws.** Motorola shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Motorola shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Motorola in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
22. **Independent Contractor.** In the performance of work or services hereunder, Motorola shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Motorola or, where permitted, of its subcontractors. Motorola and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
23. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to

## **Exhibit A**

prohibiting or hindering the performance of the other party to this Agreement.

24. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

25. **Dispute Resolution.**

- 25.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.
- 25.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- 25.3. Each party shall be responsible for its own costs associated with the mediation.
- 25.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
- 25.5. Notwithstanding the foregoing, the dispute procedure to address any dispute under the Agreement will be in accordance with Section 12 of the H-GAC CSSA.
- 25.6. Motorola acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

## **Exhibit B**

### **MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Smith County ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1      DEFINITIONS**

1.1      "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2      "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3      "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4      "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5      "Primary Agreement" means the agreement to which this exhibit is attached.

1.6      "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7      "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2      SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

#### **Section 3      GRANT OF LICENSE**

3.1.      Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

#### **Section 4        LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

8.1      Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2      Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3      Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      Commercial Computer Software**

9.1      *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2      If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10      CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1.    COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.    COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4.    ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5.    GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6.    THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and

no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



**Exhibit C**  
**PAYMENT**

~~Except for a payment that is due on the Effective Date,~~ Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

**System Purchase (excluding Subscribers, if applicable)**

- 1. 10% of the total contract value upon CDR completion;**
- 2. 60% of the total contract value upon shipment of equipment;**
- 3. 15% of the total contract value upon installation of equipment; and**
- 4. 15% of the total contract value upon Final Acceptance.**

**If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

**For Lifecycle Support Plan and Subscription Based Services:  
Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

**EXHIBIT E**

**System Acceptance Certificate**

**Customer Name: Smith County**

**Project Name: AXS Console Migration**

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit F**

**H-GAC Contract No. RA05-21**

**5**

# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 11/24/2025	<b>Submitted by:</b> J. Latch for FCIC
<b>Meeting Date:</b> 12/2/2025	<b>Department:</b> FCIC
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> D&M Leasing FCIC - New Vehicle Leases	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve an updated lease agreements between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for one FCIC vehicle and authorize the county judge to sign all necessary documentation.	
<b>Background:</b> The FCIC intends to lease one vehicle through its current lease program with D&M Leasing. D&M's pricing is established by a TXMAS cooperative purchasing program. The FCIC will be leasing a 2025 Ford F-150. No County funds will be used for the purchase, maintenance, and up-fitting of these vehicles. All funds were appropriated by the State through TDLR.	
<b>Financial and Operational Impact:</b> 2025 Ford Monthly Lease Charge \$ 1,674.72+ \$135.00 Managed Maintenance program for a 36 month agreement.	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only  
Agenda Item # \_\_\_\_\_



## Open-End (Equity) Lease Quote

Quote: 32025

Prepared For: Smith County, Texas

Date: 12/01/2025

Unit#: 32025

Quantity: 1

Unit: 2025 Ford Trucks F-150 4WD SuperCrew XLT

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 16.00

\$ 66,777.02	Capitalized Cost of Vehicle <sup>1</sup>
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 21.75	Initial License and Registration Fees
\$ 9,877.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 76,675.77	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 2,000.00	Rebate
\$ 74,675.77	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

### Order Information

Driver  
Ext Color Gray  
Int Color Black  
License  
GVWR 0



\$ 1,367.76 Depreciation Reserve @ 1.832%  
\$ 306.96 Monthly Lease Charge (Based on Rate - Subject to a Floor)<sup>2</sup>

\$ 1,674.72 Total Monthly Rental Excluding Additional Services

### Additional Fleet Management and Services

\$ 135.00 Full Maintenance Program<sup>3</sup>  
\$ 0.00 Miscellaneous

Contract Miles 75,000  
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile  
#Tires 0 Loaner Vehicle Not Incl

\$ 135.00 Additional Services Sub Total

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 1,809.72 Total Monthly Rental Including Additional Services

\$ 25,436.52 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

### Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

### Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY

TITLE

DATE

12/01/2025

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

## Open-End (Equity) Lease Quote

Quote: 32025

Prepared For: Smith County, Texas

Date: 12/01/2025

Unit#: 32025

Unit: 2025 Ford Trucks F-150 4WD SuperCrew XLT

### ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Delivery/Transport - Estimate to upfitter	C	\$ 300.00
Upfit - Dealer installed bedcover \$2250	C	\$ 0.00
Upfit - Dealer installed bedliner and floor liner \$854	C	\$ 0.00
Upfit	C	\$ 9,577.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 9,877.00
Total of All Added Equipment and Other Charges		\$ 9,877.00

**6**



# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 11/25/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 12/2/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> 2025 Federal Equitable Sharing Agreement and Certification	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the 2025 Federal Equitable Sharing Agreement and Certification for the Smith County Criminal District Attorney's Office, and authorize the County Judge to sign all necessary documentation.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> T Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> Davis Woudwyk	<b>Email:</b> DWoudwyk@smith-county.com
<b>Name:</b> Jacob Putman	<b>Email:</b> JPutman@smith-county.com
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only  
Agenda Item # \_\_\_\_\_



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** TX212015A  
**Agency Name:** Smith County District Attorney  
**Mailing Address:** 100 North Broadway, 4th Floor  
Tyler, TX 75702

**Type:** Prosecutor's Office

**Agency Finance Contact**

**Name:** Barfield, Jennifer

**Phone:** 903-590-1720

**Email:** jbarfield@smith-county.com

**Jurisdiction Finance Contact**

**Name:** Smith, Karin

**Phone:** 903-590-4700

**Email:** ksmith@smith-county.com

**ESAC Preparer**

**Name:** Woudwyk, Davis

**Phone:** 903-590-1731

**Email:** dwoudwyk@smith-county.com

**FY End Date:** 09/30/2025

**Agency FY 2026 Budget:** \$8,705,444.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$25,526.48	\$4,980.68
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Other Income	\$0.00	\$6,050.00
4	Interest Income	\$769.93	\$578.66
5	Total Equitable Sharing Funds Received (total of lines 2-4)	\$769.93	\$6,628.66
6	Equitable Sharing Funds Spent (total of lines a - n)	\$10,300.00	\$0.00
7	Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	\$15,996.41	\$11,609.34

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPI, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$10,300.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$10,300.00	\$0.00

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds		\$6,050.00

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

**Name:** Kevin Cashion  
**Company:** Gollob, Morgan, Peddy, P.C.  
**Phone:** 903-534-0088      **Email:** kevin@gmpcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒    NO ☐    THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-09-GSAFAC-0000361675

## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

### Agency Head

Name: Putman, Jacob  
Title: Smith County Criminal District Attorney  
Email: jputman@smith-county.com

Signature: Jacob Putman Date: 11/24/25

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Franklin, Neal  
Title: Smith County Judge  
Email: NFranklin@smith-county.com

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

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# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 11/24/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 12/2/2025	<b>Department:</b> ETATTF
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> MVCPA Task Force grant and SB224 Catalytic Converter grant interlocal agreements	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the FY2026 Motor Vehicle Crime Prevention Authority (MVCPA) Task Force grant and the SB224 Catalytic Converter grant interlocal agreements for the benefit of the East Texas Auto Theft Task Force and authorize the county judge to sign all related documentation.	
<b>Background:</b> Copy of grants attached.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Kenneth Richbourg	<b>Email:</b> KRichbourg@smith-county.com, kenneth.richbourg@dps.texas.gov
<b>Name:</b> T Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> R McCord	<b>Email:</b> rmccord@smith-county.com
<b>Name:</b> H Foster	<b>Email:</b> hfoster@smith-county.com

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

Primary Agency / Grantee Legal Name: *Smith County*

Organization Type: *Law Enforcement*

Organization ORI (if applicable): *TX2120000: SMITH CO SO*

**Program Title** Please enter a short description of the proposed program that can be used as the title.

Smith County - East Texas Auto Theft Task Force

**Application Category** (See **Request for Applications** [RFA] for category details and descriptions RFA Priority Funding Section):

**New Grant** - 2026 is the first year of the MVCPA Taskforce Grants. All 2026 grant applicants use the new grant category.

- MVCPA Program Category** (see **RFA** and TAC 43, 3 §57.14). Check all that apply.
- Law Enforcement, Detection and Apprehension
  - Prevention, Anti-Theft Devices and Motor Vehicle Registration
  - Reduction of the Sale of Stolen Vehicles or Parts
  - Education Programs and Marketing

**Taskforce Grant Participation and Coverage Area**

**Provide a General Description of the Participating and Coverage Area of this Grant Application**

The (Smith County) East Texas Auto Theft Task Force includes the participating agencies of Smith, Henderson, Rusk, and the City of Tyler, Texas. The ETATTF coverage area includes the remaining 11 counties of the 14 County East Texas Council of Governments (ETCOG): Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Upshur, Van Zandt, and Wood.

**Define in the tables below the grant relationships and geographic area of the taskforce:**

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

**Participating Agencies** are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

**Coverage Agencies** are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX1070000 HENDERSON CO SO	TX0010000 ANDERSON CO SO (AE)
TX2010000 RUSK CO SO (IBR)	TX0010100 PALESTINE PD
TX2120000 SMITH CO SO	TX0010300 FRANKSTON PD
TX2120400 TYLER PD(MIP)(IBR)	TX0320000 CAMP CO SO
	TX0320100 PITTSBURG PD (AE)
	TX0370000 CHEROKEE CO SO
	TX0370100 JACKSONVILLE PD
	TX0370300 RUSK PD (IBR)
	TX0371000 ALTO PD (CB)
	TX0371100 WELLS PD (CB)
	TX0920000 GREGG CO SO (AE)
	TX0920200 GLADEWATER PD
	TX0920400 KILGORE PD
	TX0920500 LONGVIEW PD (IBR)
	TX0920600 WHITE OAK PD
	TX1020000 HARRISON CO SO (AE)
	TX1020100 HALLSVILLE PD
	TX1020200 MARSHALL PD
	TX1021300 HALLSVILLE ISD PD
	TX1070100 ATHENS PD
	TX1070200 MALAKOFF PD
	TX1070500 SEVEN POINTS PD
	TX1070600 CHANDLER PD
	TX1070700 GUN BARREL CITY PD
	TX1071000 TOOL PD
	TX1071900 COFFEE CITY PD (CB)



TX1073000 MALAKOFF ISD PD  
TX1580000 MARION CO SO  
TX1580100 JEFFERSON PD (AE)  
TX1830000 PANOLA CO SO  
TX1830100 CARTHAGE PD (AE)  
TX1900000 RAINS CO SO (AE)  
TX2010100 HENDERSON PD (IBR)  
TX2010300 OVERTON PD (AE)  
TX2011100 TATUM PD  
TX2120100 ARP PD (AE)  
TX2120200 LINDALE PD (IBR)  
TX2120300 TROUP PD  
TX2120500 WHITEHOUSE PD  
TX2120800 TYLER JR COLLEGE PD (IBR)  
TX2120900 UT TYLER PD  
TX2121000 UT H.S.C.TYLER PD (AE)  
TX2121500 BULLARD PD  
TX2300000 UPSHUR CO SO  
TX2300100 BIG SANDY PD (AE)  
TX2300200 GILMER PD (AE)  
TX2300900 EAST MOUNTAIN PD (AE)  
TX2340000 VAN ZANDT CO SO  
TX2340100 CANTON PD  
TX2340200 EDGEWOOD PD  
TX2340300 GRAND SALINE PD  
TX2340400 VAN PD  
TX2340500 WILLS POINT PD (AE)  
TX2500000 WOOD CO SO  
TX2500200 HAWKINS PD  
TX2500300 MINEOLA PD  
TX2500400 QUITMAN PD  
TX2500500 WINNSBORO PD

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

The ETATTF also provides assistance to all DPS troopers in the coverage area and fire marshals offices by identifying burned vehicles. We also assist TXDMV and tax offices with fraudulent titles and registration investigations.

• **Texas Department of Public Safety (DPS)**

**Resolution:** Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to [grantsMVCPA@txdmv.gov](mailto:grantsMVCPA@txdmv.gov). The completed and executed Resolution must be attached to this on-line application.

**Grant Budget Form**

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

**Budget Entry Option:**

Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 20%

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<a href="#">Personnel</a>	\$85,336	\$17,068	\$102,404	
<a href="#">Fringe</a>	\$17,007	\$3,401	\$20,408	
<a href="#">Overtime</a>	\$833	\$167	\$1,000	
<a href="#">Professional and Contract Services</a>	\$287,833	\$57,569	\$345,402	\$165,714
<a href="#">Travel</a>	\$6,533	\$1,307	\$7,840	
<a href="#">Equipment</a>	\$83	\$17	\$100	
<a href="#">Supplies and Direct Operating Expenses (DOE)</a>	\$23,332	\$4,668	\$28,000	\$9,140
Total	\$420,957	\$84,197	\$505,154	\$174,854
Cash Match Percentage		20.00%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
<b>Personnel</b>						
Administrative Assistant	Administrative / Support	100	\$11,838	\$2,368	\$14,206	
Investigator - Smith County	Investigator/LEO	100	\$73,498	\$14,700	\$88,198	
Total Personnel		200	\$85,336	\$17,068	\$102,404	
<b>Fringe</b>						
Administrative Assistant	Administrative / Support		\$2,230	\$446	\$2,676	
Investigator - Smith County	Investigator/LEO		\$14,777	\$2,955	\$17,732	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Total Fringe			\$17,007	\$3,401	\$20,408	
<b>Overtime</b>						
Investigator - Smith County	Investigator/LEO		\$833	\$167	\$1,000	
Total Overtime			\$833	\$167	\$1,000	
<b>Professional and Contract Services</b>						
Commander-Investigator - DPS	DPS - personnel	100			\$0	\$126,145
Commander-Investigator - DPS	DPS - fringe	100			\$0	\$39,569
Investigator - Tyler PD	Investigator/LEO - personnel	100	\$90,288	\$18,058	\$108,346	
Investigator - Tyler PD	Investigator/LEO - fringe	100	\$49,861	\$9,972	\$59,833	
Investigator - Tyler PD	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Investigator - Henderson County	Investigator/LEO - personnel	100	\$52,963	\$10,593	\$63,556	
Investigator - Henderson County	Investigator/LEO - fringe	100	\$21,659	\$4,332	\$25,991	
Investigator - Henderson County	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Investigator - Rusk County	Investigator/LEO - personnel	100	\$48,268	\$9,654	\$57,922	
Investigator - Rusk County	Investigator/LEO - fringe	100	\$22,295	\$4,459	\$26,754	
Investigator - Rusk County	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Total Professional and Contract Services		1100	\$287,833	\$57,569	\$345,402	\$165,714
<b>Travel</b>						
Training/Investigation	Law enforcement In-State		\$5,700	\$1,140	\$6,840	
Class Training	Law enforcement In-State		\$833	\$167	\$1,000	
Total Travel			\$6,533	\$1,307	\$7,840	
<b>Equipment</b>						
Equipment			\$83	\$17	\$100	
Total Equipment			\$83	\$17	\$100	
<b>Supplies and Direct Operating Expenses (DOE)</b>						
Shop/Field Supplies			\$833	\$167	\$1,000	
Vehicle Insurance			\$3,333	\$667	\$4,000	
Telephone Service/Cellular			\$3,333	\$667	\$4,000	
Telephone Service/Cellular					\$0	\$2,040
Office/Xerox Supplies			\$1,667	\$333	\$2,000	
Monitor Tracking Devices			\$2,000	\$400	\$2,400	
Computer Maintenance					\$0	\$5,600
Fuel/Maintenance			\$10,000	\$2,000	\$12,000	
Fuel/Maintenance					\$0	\$1,500
Registration Fees			\$1,333	\$267	\$1,600	
Uniforms			\$833	\$167	\$1,000	
Total Supplies and Direct Operating Expenses (DOE)			\$23,332	\$4,668	\$28,000	\$9,140

#### Budget Narrative

##### A. Personnel

the Project Administrative Assistant shall be responsible for the clerical functions of the Task Force and act as Administrative Assistant to the Project Manager. 100% of the Assistant's scheduled workweek will be dedicated to the Task Force. The duties of the Project Assistant include, but are not limited to: Telephone and office reception, coordinating mail-outs and mail distribution, word processing, record keeping, maintaining Task Force files, preparation of statistical reports on each investigator, compiling data from weekly reports, and maintain office and Public Awareness supplies for the Task Force. Project Assistant maintains the Task Force Expense Log, Salvage/Business Inspection Log, Property Inventory Log, and Task Force Case Assignment Log. The Project Assistant also schedules 68-A inspections and assists in the submission of quarterly Progress Reports and End of Year Reports to the Motor Vehicle Crime Prevention Authority or its Designee, following the approval of the report by the Task Force Commander. The Project Assistant will also be responsible for working with the Project Manager in the preparation of the Task Force Grant Proposal. The Project Investigator shall perform criminal investigations related to Auto Theft, Auto Burglary, Insurance Fraud and other relevant crimes; conduct salvage, business, auction, trades day and 68-A inspections. Investigator will apprehend and arrest suspects, develop intelligence information, attend intelligence meetings, conduct surveillance operations and covert operations. Project Investigator shall also conduct public service programs to inform the general public of methods to reduce the incidence of auto related crimes. Investigator shall conduct Liaison Activity with local officers and officials. Investigator shall provide instruction to local peace officers and officials as assigned. Project Investigator must hold

## Budget Narrative

a Texas Peace Officers license certified by the Texas Commission on Law Enforcement. Approximately 80% of the Investigator's time will be spent conducting investigations and related police activity, 15% performing inspections and 5% performing public awareness activities. The Investigator is a full time assignment to the Task Force. (Percentage of Time is based on at least a 40 hour work week.)

### B. Fringe

Fringe from FICA, Retirement, Insurance, Workers Comp (Investigator), and Unemployment calculated from rates obtained through Smith County Auditor's Office in March 2025.

### C. Overtime

\$1,000.00 for overtime has been requested for each investigator assigned to the Task Force. This additional funding will assist the participating agencies in covering the costs of call-outs and unexpected auto theft and fraud investigations that occur.

### D. Professional and Contract Services

The Project Director (Grantee) of the East Texas Auto Theft Task Force is charged with the responsibility of overseeing the activities of the Task Force within the guidelines of the Motor Vehicle Crime Prevention Authority. The Project Director of the Task Force is a Lieutenant with the Department of Public Safety (DPS). DPS has always paid the full salary, fringe, travel, vehicle, fuel and necessary equipment for the Project Director at no cost to the MVCPA. These funds are now considered In-Kind Match. (Percentage of time is based on at least 40 hour work week.) He is responsible for the day to day administration and operation of the Task Force. The duties of the Project Manager include preparing written summaries of the activities of the Project Investigators and responding to requests for assistance from law enforcement agencies. The Project Manager is responsible for reviewing and approving reports produced by the Task Force. He is responsible, with the aid of the Project Administrative Assistant, for the preparation of the Project Grant application and its administration. The Project Manager is the first line supervisor of the personnel assigned to the Task Force. The Project Manager will be available to assist the Task Force Investigators in the performance of the assigned duties. The Project Manager shall be a licensed Texas Peace Officer certified by the Texas Commission on Law Enforcement. Approximately 80% of the Project Manager's time will be spent in Administration and Supervisory Activity. Approximately 10% will be spent in Public Awareness Activities and 10% in Investigation and Inspection Activity. The Project Investigators shall perform criminal investigations relating to Auto Theft, Auto Burglary, Insurance Fraud and other relevant crimes; conduct salvage, business, auction and 68-A inspections. Investigators will apprehend and arrest suspects, develop intelligence information, attend intelligence meetings, conduct surveillance operations and undercover operations, when applicable. Project Investigators shall also conduct public service programs to inform the general public of methods to reduce the incidence of auto theft and burglary. Investigators shall conduct Liaison Activity with local officers and officials. Investigators shall provide instruction to local peace officers and officials as assigned. Project Investigators must hold a Texas Peace Officers license certified by the Texas Commission on Law Enforcement. Approximately 80% of the Investigators time will be spent conducting investigations and related police activity, 15% performing inspections and 5% performing public awareness activities. The Investigator position is a full time assignment to the Task Force. (Percentage of time is based on at least a 40 hour work week.) Overtime in the amount of \$3,000.00 has been added to the application to help cover agency costs of call-outs and additional motor vehicle crimes (fraud) investigations.

### E. Travel

Four rooms for the TAVTI Conference \$150.00 (x) 4 Investigators = \$600.00 (x) 4 days = \$2,400.00; per diem \$60 per day per investigator (x) 4 investigators = \$240.00 (x) 4 investigators = \$960.00 plus an additional \$120.00 for two investigators (\$60.00 each) for one additional day to attend board meetings (one investigator is a past president and one is an area director). Total per diem \$1,080.00. Total TAVTI Conference expense \$3,480.00. Four rooms for the Annual MVCPA Conference \$150.00 (x) 4 Investigators = \$600.00 (x) 4 days = \$2,400.00; per diem \$60.00 per day per investigator (x) 4 investigators = \$240.00 (x) 4 days = \$960.00. Total Annual Grantee Conference expense \$3,360.00. Schooling/class training for any future upcoming training for Investigator(s) estimate \$1,000.00 for hotel and per diem.

### F. Equipment

Money in budget line in order to keep equipment line available in case of a transfer of funds.

### G. Supplies and Direct Operating Expenses (DOE)

Shop/Field Supplies for Task Force officers to aid in the identification of vehicle's identification numbers (WD-40, steel wool pads, specialized tools, towels, paint and paint stripper, sandpaper, hand cleaner, etc.) Vehicle Insurance is based on our current insurance rates to provide full coverage on four Task Force vehicles (2022 Chevrolet pickup, a 2023 Ford F-150 pickup and 2023 Chevrolet pickup. One 2023 Ford F-150 pickup under Catalytic Converter Grant, and Smith County pays insurance on additional 2023 Chevrolet pickup and Task Force Commander's vehicle is furnished by DPS. Telephone service/cellular is based on our current average monthly rates for cellular service for four Task Force officers. Project Manager's phone and I-pad and service are provided by DPS and shown as In-Kind (estimated at \$100 per month) as well as wireless service for City of Tyler and Smith County Sheriff's Office computers provided to investigators and shown as In-Kind (service @ \$35.00/month per computer (x) 2 = \$70.00 (x) 12 months = \$840.00.) Total In-Kind \$2,040.00. Office/Xerox Supplies based on current and actual expenses paid for Task Force operation as well as monthly Xerox machine rental and toner cartridges for printers. Monitor Tracking Devices: The rate for one year of monitoring for four devices @ \$540.00 = \$2,160.00 plus added cost for increase if any. Computer Maintenance: Office computers/laptops computer support and maintenance is provided by Smith County IT Department free of charge and shown as In-Kind. Calculated at an estimated value of laptops at \$2,400.00 and replaced every three years (value of \$800.00/year) (x) 2 computers = \$1,600.00. Previous rates were \$2,867.04 plus additional \$1,000.00 in expenses of other services IT provides on other Task Force computers, replacement phones and licenses for county programs. Total support estimated at \$4,000.00 plus value of two computers provided \$1,600.00 = \$5,600.00 In-Kind. Based on real and allowance. Fuel/Maintenance: Based on current expenses averaging \$846.02 for fuel and upkeep for four Task Force vehicles that are used daily as well as one 2022 Chevrolet pickup as a spare. DPS provides the Task Force Commander with a vehicle and all associated costs are paid by DPS. Fuel/maintenance average \$846.02 (x) 12 months = \$10,152.24. Allowing for price increase per gallon for fuel, which now averages around \$2.759/gallon to \$3.45/gallon. Oil change every two months (approximately \$60.00) provided by Smith County and shown as In-Kind \$60.00(x) 6 = \$360.00 (x) 4 Task Force vehicles = \$1,440.00. Will show \$1,500.00 on In-Kind line item to allow for cost increase. Registration Fees: \$225.00 Registration Fee on TAVTI Convention (x) 4 officers = \$900.00. Also, allowing for registration fees if applicable to attend schools and/or training for Task Force officers. Uniforms: Purchase coats and cold weather apparel to use while performing 68-A inspections and other Task Force duties.

## Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

### Source of Cash Match

Smith County	Grantee	\$22,134
Tyler PD	Subgrantee	\$29,696
Henderson County SO	Subgrantee	\$16,590
<b>Total Cash Match</b>		<b>\$84,197</b>

#### Source of Cash Match

Rusk County SO	Subgrantee	\$15,777
<b>Total Cash Match</b>		<b>\$84,197</b>

#### Source of In-Kind Match

DPS Lieutenant - Task Force Commander	Grantee	\$165,714.00
DOE	Grantee	\$9,140.00
<b>Total In-Kind Match</b>		<b>\$174,854.00</b>

#### Statistics to Support Grant Problem Statement

Reported Cases	2023			2024		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Applicant - Smith County	358	488	32	295	372	44
Henderson County	162	53	14	112	69	21
Rusk County	74	62	6	57	75	12
Anderson County	21	25	2	37	32	2
Camp County	18	11	0	13	8	6
Cherokee County	82	35	0	54	40	4
Gregg County	292	387	11	272	308	35
Harrison County	100	93	4	130	107	15
Marion County	13	4	0	15	3	0
Panola County	21	36	2	12	32	6
Rains County	1	1	0	7	2	2
Upshur County	30	23	5	36	24	8
Van Zandt County	45	23	10	21	22	12
Wood	35	12	1	30	18	3

#### Application Narrative

##### Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Smith County - East Texas Auto Theft Task Force was established in the early 1990's and was one of the original Task Forces to receive a grant. The multi-jurisdictional Task Force is currently comprised of five participating law enforcement agencies that include Smith County, Rusk County, Henderson County, the City of Tyler, and The Texas Department of Public Safety. The Smith County District Attorney's Office participates by providing a cash match for an administrative assistant. The Task Force has as its Project Manager a Lieutenant provided by the Texas Department of Public Safety, Criminal Investigations Division, who has specialized training from the Department in motor vehicle theft crimes. There are four full time criminal investigators assigned to the multi-jurisdictional Task Force from the five participating agencies, dedicating 100% of their time as Task Force Investigators. These Investigators are licensed Texas Peace Officers with extensive specialized training in vehicle crimes investigation. Combined, these investigators, including the program manager, have over 800 years of experience as law enforcement officers and over 45 years of extensive specialized training as vehicle crimes investigators. The Investigators assigned to the ETATTF are some of the only Investigators with specialized training in motor vehicle theft and vehicle identification, with the exception of few. The Task Force serves a three-county project area with a population of approximately 386,160 (2024 Texas Demographics). Within the three county project areas, there are 387,304 registered motor vehicles (2023 DMV). The Task Force, since its inception, has included the 14 counties within the East Texas Council of Governments (ETCOG) service area to answer calls for assistance. The population within the 14 counties that make up the ETCOG is 904,313 (2024 Texas demographics) and there are 933,647 registered vehicles (2023 DMV).

It is the intent of the ETATTF through this application to continue to serve the members of our community and state by carrying out the following programs made possible by MVCPA. While TF Investigators devote the majority of their efforts to the detection, investigation, recovery of stolen vehicles, and the arrest of vehicle crimes suspects, Investigators perform many other functions. TF Investigators are involved in prevention of vehicle related crimes by participating in community events, National Nights Out, college events, distributing literature, and conducting 68-A Inspections. TF Investigators routinely make efforts to reduce the sale of stolen vehicles and parts by alerting the public to schemes, conducting business inspections of businesses in the vehicle industry. TF Investigators work directly with TX DMV regional office in Longview and local tax offices. TF Investigators engage in educating the public by speaking at public events and meetings for organizations. The effect of the programs carried out by TF Investigators has an impact that ranges from emotional to economic. The citizens of our community know that there are Investigators with specialized training that investigate and apprehend vehicle crimes offenders. Law enforcement agencies know there are TF investigators who can be called on anytime to assist with vehicle related crimes and vehicle identification. Having a dedicated unit to address vehicle crimes has been invaluable to law enforcement and the community. Existing for 30 years, and continually receiving the support of local Sheriffs, Police Chiefs, District Attorneys. State Representatives and Senators from East Texas.

1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The ETATTF is governed by a Board that was formed to allow agencies participating in the Task Force to monitor the effectiveness and efficiency of their personnel assigned to the Task Force, as well as that of the Task Force as a unit. The Board is composed of the Smith County District Attorney, the Smith County Sheriff, the City of Tyler Police Chief, the Rusk County Sheriff and the Henderson County Sheriff and the Smith County Judge as the authorized official. The Texas Department of Public Safety is represented through the Commander of the Task Force. Board meetings are scheduled on an as-needed basis by the Task Force Commander. The Commander maintains communication with heads of

participating agencies and county officials and keeps them apprised of Task Force activities. The Board has been instrumental in garnering support from State Representatives and Senators to sponsor legislation in support of the East Texas Auto Theft Task Force and MVCPA. It is the goal of both the Board and the Task Force to ensure that the funds allocated to the Task Force by the MVCPA are used wisely and effectively to address the problem of vehicle crimes in the Project Area. The Commander of the Task Force assigns investigations from requesting agencies and organizations as they are made. Task Force Meetings are generally held weekly to discuss cases, intelligence, and significant activities. Each Investigator is assigned specific counties outside the project area to respond to calls for assistance and to conduct inspections and presentations. Many of the calls for assistance are made directly from agency investigators to Task Force Investigators as relationships have been established over many years. Outside the project area, most counties are rural with few investigators and none with specialized training in investigating auto crimes or identifying vehicles.

A cooperative work agreement has been signed by all participating agencies, and all will sign an inter-local agreement. An Agreement with the Smith County District attorney's office will be in effect so that seized funds may be retained by the ETATTF. There is no intent to serve a specific target population.

### **Grant Problem Statement**

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to BMV's, and the theft of parts includes the 14 counties in the ETCOG and all the municipalities within. The combined population for the 14 counties was 904,313 in 2024 per Texas Demographics. According to the State's supplemental data in NIBIRS, these agencies reported 1260 burglary of vehicles, and 284 incidents of stolen parts in 2023. In 2024 there were considerably slightly less BMV's with 1,112, with only 303 thefts of parts reported. The cost associated with all BOV's in the 14-county area was well over \$1,000,000 and theft of parts was \$655,776 in 2024.

The burglary from vehicles and theft of parts is often difficult to track as they are sporadic in our region. The Task Force has identified the majority of vehicle burglaries occur at residences, apartment complexes, and venues with large parking lots. The majority occur in the warmer months of the year and of vehicles with items in plain sight. Many of the vehicle burglaries that occur in these areas are due to vehicles being left unlocked. There are cases documenting groups on surveillance recordings of thieves walking through neighborhoods followed by a chase car, checking every vehicle to see if it is locked. If it is not locked, they will commit the burglary. Sometimes this leads to the theft of the vehicles when a spare key are found. Sometimes home burglaries will be committed later if house keys, or garage door openers are found in vehicles. In our community, large industries such as hospital parking lots, businesses complexes, apartment complexes, and sporting locations draw large numbers of vehicles and people. These have historically been locations where a thief or thieves can remain anonymous and blend in with the law abiding public to commit burglaries. They are able to target vehicles, wait until no one is around and then burglarize the vehicle.

Citizens who fall victim to vehicle burglaries are lucky if it is only the loss of property. Many times, door locks are defeated, windows are broken, and damage is done to the vehicle. Over the past year and part of 2025, BMV's have been committed with the sole purpose of stealing firearms and cash in rural area. These are used for other crimes or sold on the black market, placing citizens at risk of more violent crimes. The cost to the citizens of our community is not only calculated in dollars but also in feeling safe in their community. Victims of vehicle burglaries often not only lose their property, but increasingly their identities. The thefts of wallets and purses from vehicles put victims at risk of identity theft and having bank and credit information compromised. The cost of having a purse or wallet stolen can cost a victim countless hours away from work or family trying to repair the damage, not to mention real monetary losses associated with the theft.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to MVT, includes the 14 counties in the ETCOG and all the municipalities within. The combined population for the 14 counties was 904,313 in 2024 per Texas Demographics. According to the State's supplemental data in NIBIRS, these agencies reported 1,228 vehicle thefts for 2023, and slightly lower in 2024 with 1091 vehicle theft incidents. The three county participating agencies reported 594 vehicle thefts in 2023 and significantly fewer in 2024 with 464 vehicle thefts.

In most instances these vehicles thefts occur at citizens' residences, businesses, and in shopping centers and convenient stores. In many of these cases, vehicles have been left unlocked with keys left in the vehicles where citizens feel safe and secure at their residence and in their community. Vehicle thefts from residences have led to additional crimes including residential burglaries. Conversely, residential and commercial burglaries have led to stolen vehicles when keys are found in the residences or buildings. The majority of thefts from shopping centers and convenient stores occur when citizens leave the vehicle running, unlocked, and unattended. Most of these thefts are committed by thieves of opportunity who simply need transportation from point A to point B, or to steal the contents of the vehicle. Another component to vehicle theft in the area is that of insurance fraud. In many instances, vehicles are reported stolen, only to be found stripped or burned. Some of these cases have been determined to be insurance fraud and arson cases. TF Investigators Collaborate with other LE agencies and Fire Marshalls offices on these investigations. Thefts of vehicles from car dealerships has also occurred with more frequency over the past few years, with the use of stolen or created key fobs. There has also been an increase in the theft of vehicle from dealerships via online purchase with stolen identities.

A common vehicle theft in our area is that of utility and enclosed trailers. Trailer thefts are as prevalent in our cities as they are in our rural areas. Many times, trailers are stolen with mowing equipment and trade tools used by the victim to earn a living. They are stolen from business, construction sites and residences. Once stolen, they are easily altered and sold in other markets to unsuspecting purchasers.

Additionally, all-terrain vehicles, utility vehicles, farm tractors and implements, and construction equipment are stolen with a high frequency. Many of these vehicles are recovered with the identification numbers removed. It is necessary to have Investigators with specialized training and resources to identify these altered vehicles and equipment. These thefts have a huge economic impact and affect people's livelihoods in our communities, especially those who are uninsured.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

For the ETATTF and the entire state, fraud related vehicle crimes to include: Title fraud, registration fraud, E-Tag, and other related fraud crimes involving vehicles. These crimes have increased through the years as technology advances. For the ETATTF participating and coverage areas there were a total of 87 fraud cases in 2023 and 170 in 2024 reported by Texas Department of Motor Vehicles (TXDMV), and TF captured statistics. These statistics are difficult to obtain and are poorly reported by agencies.

These cases, primarily Title fraud and registration fraud cases referred to the ETATTF by the Smith County tax office in which we share a building with and the TX DMV regional office in Longview which calls on the ETATTF to investigate fraud related vehicle crimes, primarily stolen

vehicles sold with fictitious and washed titles. In the past most of these title frauds were done with the criminal washing a title. Now, most if not all of the title fraud cases are done with computer generated titles that appear on face value to be state issued legitimate titles but in reality, are fictitious. Currently most if not all of these stolen vehicles are VIN switches/clones. The loss associated with vehicle related fraud is difficult to analyze with limited data. However, if you consider that the majority of these stolen vehicles are late model vehicles 1-3 years old and average a value of \$30,000-\$40,000, the loss is significant. The majority of these cases come from vehicles sold with fictitious documents originating in other larger jurisdictions where collaboration with other MVCPA task forces is necessary. The innocent purchasers are generally responding to on-line ads and social media where the vehicles are listed well below market value and targeted to the Hispanic community. A second area that continues to increase is the purchase of vehicle from dealerships done entirely on-line with stolen identities. In these cases, the dealerships suffer a loss, the lender will likely suffer a loss, and the victim of ID theft suffers a loss that is not easily calculated but is substantial.

**2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...**

The Investigators for the ETATTF devote the majority of their time detecting and investigating vehicle thefts, building criminal cases and arresting suspects. This has led to criminal cases that touch on other penal offenses that include fraud. These cases include insurance fraud. Often vehicles are reported stolen never to be seen again, parted out or burned, so the owner doesn't have to continue to pay for the vehicle and receives an insurance settlement. TF Investigators will investigate these cases and collaborate with insurance companies whenever possible to solve these crimes. Many of these cases include the offense of filing a false report that task force investigators file in addition to fraud.

Another common problem in the geographical area covered by the ETATTF is the theft of trailers, ATVs, farm equipment and implements. Many of these items are not registered or titled. Many have no identifying number or markings which makes them extremely difficult to recover much less report accurately as stolen.

### **Grant Goals and Activities**

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

#### **Part 1**

**3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)**

To combat the problem of burglary of a motor vehicle in our project area, the ETATTF takes a proactive and reactive approach. Task Force Investigators believe that educating the citizens of our community is the most effective means of combatting vehicle burglaries and thefts through public awareness - the more people who are aware of the risks and know simple common-sense solutions, the more they can minimize their exposure to burglary and thefts. Though TF investigator's primary function is vehicle theft driven, TF investigators will investigate actionable cases of BOV and stolen parts, make arrests, and present cases for prosecution. The Task Force will continue to place parking lot signs in areas that are visible to pedestrian and vehicular traffic, such as apartment complexes, business parking lots, parks, boat ramps, shopping centers and locations with high incidents of vehicle burglaries. Task Force Investigators will seek opportunities and collaborate with other law enforcement agencies with intelligence sharing to prevent vehicle burglaries, parts thefts, solve investigations and arrest suspects.

The Task Force Investigators have established a large network with other investigators throughout the East Texas area. Information is shared through intelligence meetings, calls, and emails with many jurisdictions concerning not only vehicle burglaries and suspects, but most property crimes. Suspect information is shared and de-conflicted as many of the suspects are involved in many different crimes. Investigators routinely share information with other agencies through a restricted email system. This sharing of information has helped develop and identify suspects and solve crimes.

The Task Force will continue to collaborate with local and state law enforcement agencies to combat vehicle burglaries and use technology. This will be done by using analytical data from agencies as it is available and human intelligence to target areas with high frequencies of theft using bait vehicle operations when available. Task Force Investigators and participating agencies will deploy a vehicle containing items commonly stolen as bait with trackers when available. Investigators will conduct active surveillance of the vehicle. Arrests for burglary of a vehicle will be made as offenses occur.

To address the theft of vehicle parts, Task Force Investigators will conduct VIN Etching operations in collaboration with insurance companies and other entities when possible. Most VIN Etching operations are done in conjunction with "Watch Your Car" month. Business inspections of salvage yards, metal recyclers and auto repair shops will be performed to combat vehicle parts thefts.

**3.2 Functions of the proposed program related to motor vehicle theft.**

East Texas Auto Theft Task Force Investigators spend the majority of their time and efforts in the detection, investigation, identification, recovery of stolen vehicles, preparing cases, and arresting vehicle theft suspects. To combat the problem of vehicle theft the ETATTF takes both proactive and reactive approaches that include technology to reduce the incidences of economic vehicle theft in the East Texas area. One of the best approaches to combat vehicle thefts in our region is through intelligence sharing. Task Force Investigators have developed professional relationships with Investigators and officers from many local, state and federal agencies. These lines of communication are invaluable in solving not only vehicle crimes but also other related crimes, as offenders are opportunistic. Through these relationships intelligence is shared on trends and offenders who cross jurisdictions in their pursuit of crime. Intelligence is also shared and received from other MVCPA task forces and our local TAG unit.

To combat vehicle theft in general in our project area and the 14-county coverage area, Task Force members will educate as many citizens as possible through social media, community events, presentations, the news media, and crime prevention meetings on auto theft, burglary prevention and training investigators and patrol officers on stolen vehicle recognition and ID. To target vehicle theft in specific areas such as residential areas and apartment complexes, sporting complexes and businesses, Task Force Investigators will employ the above listed strategies and post signs and

banners. These signs and banners remind citizens to always lock their vehicles and never leave anything in sight. The ETATTF also responds to LPR hits and conducts surveillance and covert operations with local LE when the stolen vehicle is located. If unable to respond the proper agency will be notified of the stolen vehicle. Flock cameras which the ETATTF access to, and ring camera have been successful in identifying stolen vehicles and identifying suspects.

Task Force Investigators will monitor trends throughout East Texas and the state to prepare for and combat theft by professional thieves and organized criminals. Investigators will warn members of the auto industry when it is warranted to prevent crimes. When crimes occur, Investigators will develop investigative leads and suspects through investigations, intelligence gathering and information sharing. To identify and arrest offenders, investigators will utilize informants and analytical data when possible. Investigators will request and utilize bait vehicles from other agencies when available and necessary to address specific vehicle theft problems. The use of Task force and DPS pole cameras and trackers will be used when necessary to further investigations and record evidence of thefts or suspect locations.

The problem of insurance fraud and vehicle theft are often interrelated. Often times they also include the related crimes of arson and false reporting. Cars found burned or stripped in our multijurisdictional area are sometimes proven to be insurance frauds. Other times they are stolen for parts. When Investigators become aware of trends of particular models of vehicles being stolen, parted out or burned, information will be shared with local and state agencies to share information and develop leads and suspects. Many times, we work collaboratively with Fire Marshalls offices. Vin etching programs will be conducted as a deterrent to vehicle theft.

One of the most common and problematic thefts in our geographical area are trailer thefts. All-terrain vehicles, utility vehicles, tractors and implements are also stolen at a high frequency. To address this problem, Investigators will deploy seized and purchased bait trailers with trackers. This will be done in targeted areas where these thefts are occurring with regularity. The TF also has access to a DPS tracker equipped ATV that will be utilized as bait in conjunction with the trailers. They have been used with success in identifying suspects, making arrests and presenting cases for prosecution. The TF also partners with TPWD game wardens to deploy atv/trailer and watercraft/trailer.

Task Force Investigators will address the vehicle theft problem in the 14 county East Texas Council of Governments with public awareness strategies, analytical data as applicable, use of informants, intelligence, use of technology, training law enforcement and knowing the prolific offenders. Task Force Investigators will advocate for the use of anti-theft deterrents on vehicles and trailers.

### 3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

ETATTF investigators will continue to respond to our local tax offices and the DMV regional Office in Longview to investigate title and registration frauds that they send directly to ETATTF investigators. These cases usually involve an innocent purchaser, buying a stolen vehicle that is presented with what appears to be a good clean title and a copy of the seller's ID which is fictitious. These cases usually originate in jurisdictions such as Dallas and Houston and our investigators work collaboratively with other task forces to try and ID the suspects and make arrests.

Another common and increasing trend is the online purchase of vehicles and atv's from dealerships where no physical contact is ever made. The suspect using a stolen Identity, purchases a vehicle with the victims stolen credit and takes delivery using a patsy. Usually several weeks pass before the crime is realized. These crimes can in the end cost the victim, lender and dealership wasted time to correct the problem and thousands of dollars in loss. We have educated our dealers and have been able to thwart the thefts and alert the victims of the ID thefts. When possible, as in the past will at the allowance of the dealer, make delivery of the vehicle, have the suspect sign the documents and make arrest.

Task Force Investigator have and will continue to work with TX DMV and NICB investigators related to fraud cases. TF investigators will collaborate with these investigators on cases where violations have been committed in our jurisdiction. The cases we have collaborated on in the past have involved fraud (falsifying government documents) when rebuilders submitted false affidavits, and larger theft rings throughout the state. TF investigators will continue to collaborate and file these cases as requested.

### 3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

The East Texas Auto Theft Task Force believes citizens educated in vehicle crimes can be the best allies in preventing burglaries of vehicles, vehicle thefts and crime in general. Citizens who employ simple, common-sense strategies to harden their property, themselves, and their assets against theft are exponentially less likely to become victims. They become assets in and of themselves by being aware of their surroundings and reporting suspicious activities to law enforcement.

By conducting crime prevention educational presentations to different venues, the Task Force Investigators begin this educational process. Task Force Investigators seek to deliver these presentations to civic organizations, church groups, clubs, neighborhood watch groups or any individual who asks. Information is presented on trends to combat specific problems in the area. Ideas on strategies of preventing vehicle crimes and crimes in general are discussed. MVCPA literature and promotional items are distributed to participants and are placed at many public buildings throughout the East Texas area. Task Force Investigators attend "National Night Out" events, community events, festivals, tradeshow, and college campuses. TF investigators set up booths and display vehicles, banners and signs. It's a great opportunity to meet with individuals at these events to share ways of protecting one's property from theft and fraud related activities. Alarms, cameras, locking devices, hitch locks, are advocated as well as placing vehicles and property out of view from roadways and view. At many of these events we will often receive requests from other law enforcement agencies to participate with us.

Another way the Task Force addresses vehicle related crimes and theft is to utilize different forms of media when applicable. Task Force Investigators give interviews to the news media by commenting on particular crimes or addressing the issue of a particular crimes to be prevented. Social media is utilized to inform citizens of events and trends in thefts and ways to keep from falling victim to online schemes involving title frauds and purchasing stolen vehicles. Social media is also used to recover stolen property, identify offenders, and make arrests.

The Task force utilizes an MVCPA "Watch Your Car" signs placed in areas with high volumes of traffic and public properties to remind the community of their responsibility to conceal and protect their property. Placards are placed in business parking lots, government properties, apartment and sport complexes to achieve the same goals of reminding citizens to protect their property. Signs are also given to other LE agencies to display where appropriate.

Task Force Investigators (TCOLE certified instructors) deliver multiple TCOLE and Non-TCOLE training courses to law enforcement officers and investigators. These courses are related to vehicle crimes and prevention. Many of our rural counties in the 14 county ETCOG have investigators who have limited training on vehicle crimes. Once educated, the investigators act as a force multiplier to prevent and detect vehicle crimes. TF

Investigators also teach courses to cadets at two local police academies on stolen vehicle recognition and detection. These cadets once certified police officers have a broad knowledge of stolen vehicle recognition.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

Much of the ETATTF coverage area is rural and agricultural. With that there are high incidents of trailer, tractor, implements and atv/utv thefts. To Combat these thefts we have collaborated with local LE and deployed bait trailers, tractors when available, and ATVs with trackers installed to be able to track the unit if stolen. When can also deploy a pole camera to assist in identifying vehicles used and possibly ID suspect. We also recommend parking equipment out of sight and using hitch locks as preventative measures, when we attend public events or speak to organizations.

TF members are actively looking for ties to vehicle crimes that would be considered organized crime. Some of these problems involve insurance frauds and arsons where vehicle a falsely reported as stolen and dumped and or burned. TF investigators work closely with insurance investigators and Fire Marshall's office to solve these crimes and make arrest. Using technology in some of these cases has proved successful by using geo locates and cell tower information to tie the crime to the owner and make arrests. Analysts are also utilized to develop links and provide analytical data.

For abandoned vehicles and parts that are stolen, many are parted out or go to a crusher. Inspections of auto related businesses and salvage businesses are performed as a deterrent. We will follow all leads and seek out information from informants to combat organized criminal activity.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The East Texas Auto Theft Task Force is the only Task Force in the State with a DPS, Criminal Investigations Division, Lieutenant, as the Commander. The Commander is provided at no expense to MVCPA or the TF, in "Lieu of Cash" making it possible for our participating agencies to better afford having highly trained specialized Investigators on the Task Force. DPS provides a vehicle, fuel and all other equipment, which allows more of the grant award to be expended on vehicle crimes. Because of my role as a DPS Investigator and Commander of the Task Force, I am able to bridge a gap and bring assets such as statewide networks of investigators, databases, training, technology, personnel to address vehicle crimes. DPS has committed other resources, equipment, and Special Agents to collaborate on BOV and theft operations, leveraging resources to solve crimes, arrest offenders and submit cases for prosecution. There is no duplication of activities as we do not cover the same area as many single agency task forces.

Task Force Investigators having established relationships with local, state, and federal law enforcement and are often contacted, consulted, and brought into investigation when they involve stolen vehicles or the potential for stolen vehicles through fraud. Task Force Investigators are often called to assist these agencies when search warrants are executed. As a result, on numerous occasions, many stolen vehicles and property has been recovered and suspects identified. Task Force Investigators have attended before the pandemic quarterly multi-state and multi-agency ROCIC intelligence meetings to collaborate on cross jurisdictional vehicle theft and burglary trends and suspects. The Task Force seeks to coordinate its activities with other MVCPA Task Forces, as well as Agents employed by the Department of Public Safety and Agents employed by the National Insurance Crime Bureau. The ETATTF will continue to seek and share intelligence regarding auto thefts and burglaries with other local agencies and MVCPA funded programs to stop auto related crimes. Bait vehicles and BOV bait items will be used in collaborative operations with Tyler P.D, TPWD theft Unit, and DPS targeting BOV and vehicle theft offenders

Task Force Investigators will continue to coordinate with tax assessors-collectors offices and the regional DMV office in Longview regarding suspected Title frauds, stolen vehicles, and suspects. TF Investigators have collaborated with the DMV Investigators and have filed cases in our jurisdiction. Several calls for assistance from tax offices have developed into Title fraud investigations that have resulted in fraud cases filed and stolen vehicles recovered. Because most of our region is comprised of rural communities and municipalities, these law enforcement agencies have little if any specialized training and are generally understaffed. Task Force Investigators will continue to coordinate and collaborate on investigation within our region by analyzing data when available to target vehicle crimes in these jurisdictions. TF Investigators will continue to offer training on stolen vehicle recognition to law enforcement in collaboration with our colleges and police academies.

ETATTF routinely works with and assist other MVCPA TF's on crimes with common ties and intelligence sharing. We have partnered with several other task forces over the past year to recover vehicles, identify common suspects and file Engaging cases.

The ETATTF utilizes several local intel exchanges covering this region and areas outside our coverage area that share information of theft suspects and BOLO's.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

No exceptions requested

## Part II

### Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	



ID	Activity	Measure	Target
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
<b>Statutory Burglary of a Motor Vehicle Measures Required for all Grantees</b>			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
<b>Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees</b>			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
<b>Measures for Grantees. Add Target values for those that you will measure.</b>			
1	<b>Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies</b>		
1.1	<b>Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft</b>		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	4
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	5
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	10
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	10
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	40
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	10
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	15
1.2	<b>Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft</b>		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. <b>Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.</b>	200
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) <b>within the taskforce department(s)</b> where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.	40

ID	Activity	Measure	Target
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended ( <b>include attending as presenter, participant or attendee</b> )	15
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated ( <b>include information distributed to law enforcement agencies via text, e-mail, or intra-net communications</b> )	10
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	10
1.3	<b>Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities</b>		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	400
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	500
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	8
2	<b>Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies</b>		
2.1	<b>Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories</b>		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	
2.2	<b>Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle</b>		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. <b>Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.</b>	15
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	15
3	<b>Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories</b>		
3.1	<b>Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens</b>		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	4
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	4
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	1
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	12
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	25

ID	Activity	Measure	Target
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	10
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	<b>Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property</b>		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	2
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	10

#### Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

A Weekly Report of Investigative Activity is in use to capture the activities of each Task Force Investigator. The report reflects the number of theft and burglary cases assigned, arrests made, cases filed, cases cleared, vehicles inspected, altered vehicles identified, number of 68-A completed, agency assists, and the number of stolen vehicles and parts recovered and their value, and fraud related cases received or investigated. A narrative of each day's activity is also include in the report.

A separate google sheet spreadsheet is completed by each investigator as it relates to the Goals and Strategies selected and those performed but not part of elected goals. The spreadsheet mirrors the progress report Goals and Strategies section and it tabulates the activity automatically. The Commander reviews this data for accuracy and completeness. The Administrative Assistant then enters the data into the Task Force Data Base. The data is then compiled into monthly reports. Each quarter the data is compared to the Project Goals, set forth in the Task Force Grant, to insure it is meeting or exceeding its goals. Should the Task Force not meet a goal in a given quarter, corrective action is taken. At the end of the Grant Cycle, the End of Year Report is compiled and again compared to the Proposed Project Objectives to determine if all objectives set were achieved. The End of Year Report is then forwarded to the MVCPA, as well as reviewed by the Board of Directors and the Task Force Commander's DPS Chain of Command. The participating agencies and Task Force Commander review the work of Investigators, statistics, and data collected for the UCR to determine the effectiveness of the programs, and where goals need to be shifted.

The East Texas Auto Theft Task Force has benefited the East Texas community for 30 years as evidenced by the Sheriff's, Police Chiefs, District Attorneys' offices, and DPS willingness to continue to contribute personnel and funding. All of these agencies have had several elections and administrative changes over the quarter century and remain committed to the Task Force and Community. These officials have been instrumental in garnering the support of State Senators and Representatives to fight for and sponsor funding legislation for the East Texas Auto Theft Task Force and MVCPA. The benefits of maintaining an Auto Crimes Task Force in East Texas is evident to them and the community.

- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

TF investigators have been asked to teach TCOLE course by a local Sheriff where their CID and patrol deputies will received some specialized training to combat vehicle thefts and stolen vehicle recognition and identification. Additionally the same course will be opened up to all local LE in the coverage area and will be taught through Tyler Junior College or host agency and will include a practical where vehicles, trailers, atv etc will be identified.

The Task Force has filed on Engaging in Organized crime case this current year with five defendants responsible for over 6 stolen vehicles multiple BMV, and burglaries of buildings.

We are currently in the middle of investigation for dealership vehicle thefts with five defendants responsible for thefts throughout the region and state. District attorney participation is ongoing

#### TxGMS Standard Assurances by Local Governments

- ☒ We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

### Current Documents in folder

[Resolution.pdf](#) (6/27/2025 8:16:43 AM)

[Signed Statement of Grant Award.pdf](#) (8/26/2025 1:10:25 PM)

#### Certifications

The certifying official is the authorized official, Neal Franklin, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration



Past current Negotiation deadline.  
The application is locked for negotiation. Contact MVCPA with questions.

Primary Agency / Grantee Legal Name: *Smith County*  
Organization Type: *Law Enforcement*  
Organization ORI (if applicable): *TX2120000: SMITH CO SO*

**Program Title** Please enter a short description of the proposed program that can be used as the title.  
Smith County - East Texas Auto Theft Task Force

**Application Category** (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):  
☒ **New Grant** - Only available to agencies that are not currently operating under a 2025 grant or they are a participant in an FY17 grant but desire to make application under their own agency may apply under this section. These are annual competitive grants that require a minimum cash match of 20% for the program described in the application. Awarded activities are funded on a reimbursement basis.

**MVCPA Program Category** (see **RFA** and TAC 43, 3 §57.14). Check all that apply.  
☒ Law Enforcement, Detection and Apprehension  
☐ Prosecution, Adjudication and Conviction  
☒ Reduction of the Theft of Catalytic Converters  
☒ Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

**Provide a General Description of the Participating and Coverage Area of this Grant Application**  
The (Smith County) East Texas Auto Theft Task Force includes the participating agencies of Smith, Henderson, Rusk, and the City of Tyler, Texas. The ETATTf coverage area includes the remaining 11 counties of the 14 County East Texas Council of Governments (ETCOG): Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Upshur, Van Zandt, and Wood.

**Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:**  
Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

**Participating Agencies** are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

**Coverage Agencies** are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

Select Agencies to Add	Participating Agencies	Coverage Agencies
<div>Select Agencies</div> <div>Not associated with any law enforcement entity</div> <div>Andrews</div> <div>Andrews</div> <div>ANDREWS CO SO [TX0020000]</div> <div>ANDREWS PD [TX0020100]</div> <div>Angelina</div> <div>ANGELINA CO SO [TX0030000]</div> <div>Add as Participating Agencies</div> <div>Add as Coverage Agencies</div>	<div>HENDERSON CO SO</div> <div>RUSK CO SO (IBR)</div> <div>SMITH CO SO</div> <div>TYLER PD(MIP)(IBR)</div> <div>Delete Selected</div>	<div>ANDERSON CO SO (AE)</div> <div>PALESTINE PD</div> <div>FRANKSTON PD</div> <div>CAMP CO SO</div> <div>PITTSBURG PD (AE)</div> <div>CHEROKEE CO SO</div> <div>JACKSONVILLE PD</div> <div>RUSK PD (IBR)</div> <div>Delete Selected</div>

☒ **Other Coverage** (Use if ORI not listed or explanation is necessary.):  
The ETATTf also provides assistance to all DPS CID Special Agents, DPS troopers in the coverage area and DPS regulatory services division

☐ **National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)

☒ **Texas Department of Public Safety (DPS)**

☐ **Other State or Federal Agency** (specify:)

**Resolution:** Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to [grantsMVCPA@txdmv.gov](mailto:grantsMVCPA@txdmv.gov). The completed and executed Resolution must be attached to this on-line application.

**Grant Budget Form**  
MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

- Budget Entry Option:**
- ☒ Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 20 %
  - ☐ Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<a href="#">Personnel</a>				
<a href="#">Fringe</a>				
<a href="#">Overtime</a>				
<a href="#">Professional and Contract Services</a>				
<a href="#">Travel</a>				
<a href="#">Equipment</a>				
<a href="#">Supplies and Direct Operating Expenses (DOE)</a>	\$29,500	\$5,900	\$35,400	
Total	\$29,500	\$5,900	\$35,400	
Cash Match Percentage		20.00%		

Description	Subcategory Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
<b>Personnel</b>					
Total Personnel					
<b>Fringe</b>					
Total Fringe					
<b>Overtime</b>					
Total Overtime					
<b>Professional and Contract Services</b>					
Total Professional and Contract Services					
<b>Travel</b>					
Total Travel					
<b>Equipment</b>					
Total Equipment					
<b>Supplies and Direct Operating Expenses (DOE)</b>					
partial Fuel for CC TF vehicle		\$2,667	\$533	\$3,200	
Insurance for CC TF vehicle		\$1,833	\$367	\$2,200	
Flock Safety LPR service		\$25,000	\$5,000	\$30,000	
Total Supplies and Direct Operating Expenses (DOE)		\$29,500	\$5,900	\$35,400	

**Budget Narrative**  
**G. Supplies and Direct Operating Expenses (DOE)**  
For the TF vehicle purchased with funds from the 2024 SB 224 Grant, we are budgeting \$3,200.00 for fuel to be used while conducting TF business related to vehicle crimes investigation and routine TF duties. We have budgeted \$2,000.00 for full coverage insurance of the same vehicle. The agreement with Flock Safety for Solar powered LPR's at 6x \$5,000.00 = \$30,000.

**Revenue**  
Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

<a href="#">Cash Match</a>		
Source of Cash Match		
Smith County	Grantee	\$1,475
Henderson County	Subgrantee	\$1,475
Total Cash Match		\$5,900

#### Source of Cash Match

Rusk County	Subgrantee	\$1,475
Tyler PD	Subgrantee	\$1,475
Total Cash Match		\$5,900

#### [In-Kind Match](#)

#### Statistics to Support Grant Problem Statement

Reported Cases	2024	2025
Jurisdiction	Catalytic Converter Theft	Catalytic Converter Theft
Tyler PD	11	14
Smith County	8	18
Rusk County	0	10
Henderson County	0	2

Add/Edit Statistics

#### Application Narrative

##### Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Smith County - East Texas Auto Theft Task Force is multi-jurisdictional Task Force is currently comprised of five participating law enforcement agencies that include Smith County, Rusk County, Henderson County, the City of Tyler, and The Texas Department of Public Safety. The Task Force has as its Project Manager a Lieutenant provided by the Texas Department of Public Safety, Criminal Investigations Division, who has specialized training from the Department in motor vehicle theft crimes. There are four full time criminal investigators assigned to the multi-jurisdictional Task Force from the four participating agencies, dedicating 100% of their time as Task Force Investigators. These Investigators are licensed Texas Peace Officers with extensive specialized training in vehicle crimes investigation. Combined, these investigators, including the program manager, have over 100 years of experience as law enforcement officers and over 50 years of extensive specialized training as vehicle crimes investigators and instructors. The Investigators assigned to the ETATTF are some of the only Investigators with specialized training in motor vehicle theft and vehicle identification, with the exception of few. The Task Force serves a three county project area. The Task Force, since its inception, has included the 14 counties within the East Texas Council of Governments (ETCOG) service area to answer calls for assistance. The East Texas Auto Theft Task Force has been able to retain highly trained auto crimes investigators who have been assigned to the Task Force for years. This allows Task Force Investigators to develop and maintain professional relationships with law enforcement, industry, citizens, and business owners. It is the intent of the ETATTF through this application to continue to serve the members of our community and state by carrying out the following programs made possible by MVCPA. While TF Investigators devote the majority of their efforts to the detection, investigation, recovery of stolen vehicles/parts/Cat Conv, and the arrest of vehicle crimes suspects, Investigators perform many other functions. TF Investigators are involved in prevention of vehicle related crimes by participating in community events, National Nights Out, college events, distributing literature, conducting 68-A Inspections, assist investigating catalytic converter theft, and conduct business/MR inspections. TF Investigators engage in educating the public by speaking at public events and meetings for organizations. The effect of the programs carried out by TF Investigators has an impact that ranges from emotional to economic. The citizens of our community know that there are Investigators with specialized training that investigate and apprehend vehicle crimes offenders. Law enforcement agencies know there are TF investigators who can be called on anytime to assist with vehicle related crimes and vehicle identification. Having a dedicated unit to address vehicle crimes has been invaluable to law enforcement and the community. Existing for 30 years, and continually receiving the support of local Sheriffs, Police Chiefs, District Attorneys. The Task Force intends to conduct catalytic converter theft investigations based on reports of theft generated by the public, leads generated by scrap yard inspections, tips, informant information and leads from other agencies and Task Forces. The Task Force will file criminal cases with District Attorney's offices for all vehicle crimes as appropriate. The Task Force will also conduct education programs for the public. The programs will target public awareness of the thefts, encouraging the public to report any suspicious activity and how to safe guard themselves from becoming victims. The Task Force will utilize the media groups from each Sheriff's Office to reach out to the public to accomplish these goals as well as in person group meetings. We believe that this combination of methods and assets will help reduce the number of thefts, which in turn will be a very positive outcome for the community.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The ETATTF is governed by a Board of Directors that was formed to allow agencies participating in the Task Force to monitor the effectiveness and efficiency of their personnel assigned to the Task Force, as well as that of the Task Force as a unit. The Board is composed of the Smith County District Attorney, the Smith County Sheriff, the City of Tyler Police Chief, the Rusk County Sheriff and the Henderson County Sheriff and the Smith County Judge as the authorized official. The Texas Department of Public Safety is represented through the Commander of the Task Force. Board meetings are scheduled on an as-needed basis by the Task Force Commander. The Commander maintains communication with the Board and keeps them apprised of Task Force activities. It is the goal of both the Board and the Task Force to insure that the funds allocated to the Task Force by the MVCPA are used wisely and effectively to address the problem of vehicle crimes in the Project Area. The Commander of the Task Force assigns investigations from requesting agencies and organizations as they are made. Task Force Meetings are generally held weekly to discuss cases, intelligence, and significant activities. Each Investigator is assigned specific counties outside the project area to respond to calls for assistance and to conduct inspections and presentations. Many of the calls for assistance are made directly from agency investigators to Task Force Investigators as relationships have been established over many years. Outside the project area, most counties are rural with few investigators and none with specialized training in investigating auto crimes or identifying vehicles. A cooperative work agreement has been signed by all participating agencies and all will sign an inter-local agreement. There is no intent to serve a specific target population.

#### Grant Problem Statement

- 2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to catalytic converter and the theft of parts includes the 14 counties in the ETCOG and all the municipalities within. According to the State's supplemental data in NIBIRS, these agencies reported 255 incidents of stolen parts in 2024. In 2024 The participating agencies

reported 34 incidents of catalytic converter thefts. These may include more than one CC per incident. The cost associated with Theft of parts in the 14 county area was \$687,326 in 2024. The theft of catalytic converters/parts is often difficult to track and sporadic in nature. The city of Tyler is the only agency that tracks actual CC thefts cases by coding, 14 incidents in 2025. The Smith County SO per their report searches showed 18 CC thefts in 2024. This is believed to be a low non-accurate representation of the CC Theft problem in the area. Many of which have multiple thefts per case reported and many thefts go unreported. The other participating agencies have not tracked CC theft specifically, but will attempt to institute a coding system in the future. The Task Force has identified the majority of catalytic converter thefts occur at apartment complexes, and venues with large parking lots. In our community, large industries such as hospital parking lots, businesses complexes, apartment complexes, and sporting locations draw large numbers of vehicles and people. These have historically been locations where a thief or thieves can remain anonymous and blend in with the law abiding public to commit catalytic converter thefts and vehicle burglaries. They are able to target vehicles, wait until no one is around and then commit the crime(s). The cost of having vehicle parts stolen can cause a victim to spend countless hours away from work or family trying to repair the damage, not to mention real monetary losses associated with the theft.

### **Grant Goals and Activities**

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

#### **Part I**

##### **3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.**

To combat the problem of catalytic theft and vehicle parts in our project area, the ETATTF will take a proactive and reactive approach. Task Force Investigators believe that educating the citizens of our community is the most effective means of combatting vehicle burglaries and thefts through public awareness - the more people who are aware of the risks and know simple solutions, the more they can minimize their exposure to catalytic converter thefts, BOV and vehicle thefts. Though TF investigators primary function is vehicle theft driven, TF investigators will investigate actionable cases of catalytic converter thefts, stolen parts, make arrests, and present cases for prosecution. Task Force Investigators will seek opportunities and collaborate with other law enforcement agencies with intelligence sharing to prevent catalytic thefts, vehicle burglaries, parts thefts, solve investigations and arrest suspects. The Task Force Investigators have established a large network with other investigators throughout the East Texas area. Information will be shared through intelligence meetings, calls, and emails with many jurisdictions concerning catalytic converter thefts and suspects and other vehicle crimes. The Task Force will continue to collaborate with local and state law enforcement agencies including DPS Regulatory to combat catalytic converter thefts and conduct regulatory inspections of metal recyclers and scrap yards. Task Force Investigators and participating agencies will deploy a LPR's near recycler facilities and areas determined to have high incidents of CC thefts. Business inspections of salvage yards, metal recyclers, and auto repair shops will be performed to combat catalytic converter and vehicle parts thefts.

##### **3.4 Functions of the proposed program related to preventing Catalytic Converter Theft**

The East Texas Auto Theft Task Force believes citizens educated in vehicle crimes can be the best allies in preventing catalytic converter thefts, burglaries of vehicles, vehicle thefts, and crime in general. Citizens who employ simple, common sense strategies to harden their property, themselves, and their assets against theft are exponentially less likely to become victims. They become assets in and of themselves by being aware of their surroundings and their exposure. By conducting crime prevention educational presentations to different venues the Task Force Investigators begin this educational process. Task Force Investigators seek to deliver these presentations to civic organizations, church groups, clubs, neighborhood watch groups or any individual who asks. Information is presented on trends to combat specific problems in the area. Ideas on strategies of preventing vehicle crimes and crime in general are discussed. MVCPA literature and promotional items are distributed to participants and are placed at many public building throughout the East Texas area. Task Force Investigators attend "National Night Out" events, community events, festivals, tradeshow, and college campuses. TF investigators set up booths and display vehicles, banners and signs. It's a great opportunity to meet with individuals at these events to share ways of protecting one's property from theft and fraud related activities. The Task Force will utilize different forms of media when applicable in preventing catalytic converter thefts and vehicle crimes. Task Force Investigators give interviews to the news media by commenting on particular crimes or addressing the issue of a particular crimes to be prevented.

##### **3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.**

The East Texas Auto Theft Task Force is the only Task Force in the State with a DPS, Criminal Investigations Division, Lieutenant, as the Commander. Because of my role as a DPS Investigator and Commander of the Task Force, I am able to bridge a gap and bring assets such as statewide networks of investigators, databases, training, technology, personnel to address vehicle crimes. The TF will assist and work with other agencies including DPS regulatory services to combat catalytic converter thefts. There is no duplication of activities as we do not cover the same area as many single agency task forces. Task Force Investigators having established relationships with local, state, and federal law enforcement and are often contacted, consulted, and brought into investigation involving vehicle crimes. Task Force Investigators attended quarterly multi-state and multi-agency ROCIC intelligence meetings to collaborate on cross jurisdictional vehicle theft and burglary trends and suspects. The Task Force seeks to coordinate its activities with other MVCPA Task Forces, as well as Agents employed by the Department of Public Safety and Agents employed by the National Insurance Crime Bureau. The ETATTF will continue to seek and share intelligence regarding catalytic converter thefts and motor vehicle crimes with other local agencies and MVCPA funded programs to stop auto related crimes. Because most of our region is comprised of rural communities and municipalities, these law enforcement agencies have little if any specialized training and are generally understaffed. Task Force Investigators will continue to coordinate and collaborate on investigation within our region by analyzing data when available to target catalytic converter thefts and vehicle crimes in these jurisdictions. The ETATTF utilizes several local intel exchanges covering this region and areas outside our coverage area that share information of theft suspects and BOLO's.

##### **3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.**

None

#### **Part II**

### **Goals, Strategies, and Activities**



[Select Goals, Strategies, and Activity Targets](#) for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
<b>Measures for Grantees. Add Target values for those that you will measure.</b>			
1	<b>Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies</b>		
1.1	<b>Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft</b>		
1.1.1	Identify groups of catalytic converter theft offenders through intelligence gathering, crime analysis and the use of informants	Number of catalytic converter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documented offenders	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected	8
1.1.6	Conduct bait vehicle operations that target Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	12
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	20
1.1.12	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	4
1.1.13	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed Catalytic Converter Theft	
1.1.15	Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft	Report the number of Catalytic Converters recovered by taskforce	
1.1.16	Increase the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	
1.1.17	Increase the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
1.2	<b>Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft</b>		
1.2.1	Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic converter theft. <b>Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.</b>	5
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) <b>within the taskforce department(s)</b> where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	5
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended ( <b>include attending as presenter, participant or attendee</b> )	4
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated ( <b>include information distributed to law enforcement agencies via text, e-mail, or intra-net communications</b> )	4
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	
3	<b>Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft</b>		

ID	Activity	Measure	Target
3.1	<b>Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens</b>		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	2
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	2
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	<b>Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property</b>		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	10

#### Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.
- A Weekly Report of Investigative Activity is in use to capture the activities of each Task Force Investigator. The report reflects the number of theft and burglary cases assigned, arrests made, cases filed, cases cleared, vehicles inspected, altered vehicles identified, number of 68-A completed, agency assists, and the number of stolen vehicles and parts recovered and their value, and fraud related cases received or investigated. A narrative of each day's activity is also include in the report. A separate google sheet spreadsheet is completed by each investigator as it relates to the Goals and Strategies selected and those performed but not part of elected goals. The spreadsheet mirrors the progress report Goals and Strategies section and it tabulates the activity automatically. The Commander reviews this data for accuracy and completeness. The Administrative Assistant then enters the data into the Task Force Data Base. The data is then compiled into monthly reports. Each quarter the data is compared to the Project Goals, set forth in the Task Force Grant, to insure it is meeting or exceeding its goals. Should the Task Force not meet a goal in a given quarter, corrective action is taken. At the end of the Grant Cycle, the End of Year Report is compiled and again compared to the Proposed Project Objectives to determine if all objectives set were achieved. The End of Year Report is then forwarded to the MVCPA, as well as reviewed by the Board of Directors and the Task Force Commander's DPS Chain of Command. The participating agencies and Task Force Commander review the work of Investigators, statistics, and data collected for the UCR to determine the effectiveness of the programs, and where goals need to be shifted.
- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.
- None

#### TxGMS Standard Assurances by Local Governments

- ☒ We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

[File Upload](#)

#### Current Documents in folder

[Resolution.pdf](#) (5/27/2025 12:53:34 PM)

[Signed Statement of Grant Award.pdf](#) (8/26/2025 1:09:28 PM)

[Home](#) [Print](#)

**Interlocal Agreement**  
**State of Texas**

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **Department of Public Safety**, a municipal corporation situated in Smith County, Texas, hereinafter called “**DPS**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **DPS** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$680,008.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **DPS** has agreed to contribute the total of \$166,914.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **DPS** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **DPS** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **DPS** (sub-grantee) agrees to contribute a total of \$166,914.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Task Force Commander – Texas Department of Public Safety	\$165,714.00	In-Kind Match paid for salary/fringe (Professional and Contractual Services)
Cell Phone/I-Pad/surveillance equip.	\$1,200.00	In-Kind Match (Supplies & DOE)

#### ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and DPS fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

#### ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

#### ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.



**Funding Limitation-** Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

**Governing Law & Venue-** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

**Indemnification-** to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

**Law Enforcement Agency Grant Restriction-** Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

**Legal Authority-** Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

**Lobbying Expenditure Restriction-** Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

**No Conflicts of Interest State-** Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

**No Waiver of Sovereign Immunity-** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

## ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

## ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

## ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.



**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.**

County of Smith by:

\_\_\_\_\_  
Neal Franklin, County Judge

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
County Clerk

Department of Public Safety of the State of Texas

\_\_\_\_\_  
Date Signed

**Interlocal Agreement SB 224 2026**  
**State of Texas**

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **Department of Public Safety**, a municipal corporation situated in Smith County, Texas, hereinafter called “**DPS**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **DPS** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$35,400.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **DPS** has agreed to contribute the total of \$0.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **DPS** believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the **County** and **DPS** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **DPS** (sub-grantee) agrees to contribute a total of \$0.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$0.00	DPS Salary all In-Kind

#### ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and DPS fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

#### ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

#### ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

## ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.



Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

## ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

## ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.**

County of Smith by:

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Neal Franklin, County Judge

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Date Signed

ATTEST:

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County Clerk

Department of Public Safety of the State of Texas

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Randall B. Prince, Deputy Director Law  
Enforcement Operations

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Date Signed



## **Interlocal Agreement** **State of Texas**

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Henderson**, a municipal corporation situated in Henderson County, Texas, hereinafter called “**Henderson County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

### WITNESSETH

WHEREAS, the **Smith County** and **Henderson County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of **\$680,008.00** for the **East Texas Auto Theft Task Force**, and,

WHEREAS, the **Henderson County** has agreed to contribute the total of **\$16,590.00** in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Henderson County** believe it to be in their best interests to continue a **multijurisdictional MVCPA Task Force**; and

WHEREAS, the **Smith County** and **Henderson County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

#### ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

#### ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on **September 1, 2025** and to end **August 31, 2026**.

#### ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, **Henderson County** (sub-grantee) agrees to contribute a total of **\$16,590.00** in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Investigator – Henderson County Sheriff’s Office	\$15,092.00	Cash Match paid for salary/fringe/overtime (Professional and Contractual Services)
Equipment	4.00	Cash Match paid by Henderson County (Equipment Category)
Direct Operating Expenses	\$1,167.00	Cash Match paid by Henderson County (DOE Category)
TAVTI Convention	327.00	Cash Match paid by Henderson County (Travel Category)


#### ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the Smith County and Henderson County fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

#### ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

#### ARTICLE VII. LEGAL CONSTRUCTION

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program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

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**Contract Work Hours & Safety Standards Act-** Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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**Davis-Bacon Act and the Copeland Act-** Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

**Debarment and Suspension-** Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

**Debts and Delinquencies-** Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

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**Disclosure of Violations of Federal Criminal Law-** Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

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**Excluded Parties-** Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

**Executive Head of a State Agency Affirmation-** Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant.

If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

**Funding Limitation-** Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

**Governing Law & Venue-** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

**Indemnification-** to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

**Law Enforcement Agency Grant Restriction-** Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

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**No Conflicts of Interest State-** Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

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Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

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State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

## ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.



Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

## ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.**

County of Smith by:

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Neal Franklin, County Judge

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Date Signed

ATTEST:

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County Clerk

County of Henderson by:

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Henderson County Judge

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Sheriff Botie Hillhouse

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Date Signed

ATTEST:

**Interlocal Agreement SB 224 2026**  
**State of Texas**

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Henderson**, a municipal corporation situated in Henderson County, Texas, hereinafter called “**Henderson County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Henderson County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$ 35,400.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Henderson County** has agreed to contribute the total of \$1,475.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Henderson County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Smith County** and **Henderson County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, **Henderson County** (sub-grantee) agrees to contribute a total of \$1,475.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$1,475.00	Cash Match paid by Henderson County (DOE Category)



#### ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the Smith County and Henderson County fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

#### ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

#### ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

**Funding Limitation-** Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

**Governing Law & Venue-** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

**Indemnification-** to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

**Law Enforcement Agency Grant Restriction-** Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

**Legal Authority-** Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

**Lobbying Expenditure Restriction-** Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

**No Conflicts of Interest State-** Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

**No Waiver of Sovereign Immunity-** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

## ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

## ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

## ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.**

County of Smith by:

\_\_\_\_\_  
Neal Franklin, County Judge

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
County Clerk

County of Henderson by:

\_\_\_\_\_  
Henderson County Judge

\_\_\_\_\_  
Sheriff Botie Hillhouse

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_



**Interlocal Agreement**  
**State of Texas**

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Rusk**, a municipal corporation situated in Rusk County, Texas, hereinafter called “**Rusk County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Rusk County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$680,008.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Rusk County** has agreed to contribute the total of \$15,777.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Rusk County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Smith County** and **Rusk County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, **Rusk County** (sub-grantee) agrees to contribute a total of \$15,777.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Investigator – Rusk County Sheriff’s Office	\$14,280.00	Cash Match paid for salary/fringe/overtime (Professional and Contractual Services)
Equipment	4.00	Cash Match paid by Rusk County (Equipment Category)
Direct Operating Expenses	\$1,167.00	Cash Match paid by Rusk County (DOE Category)
TAVTI Convention	326.00	Cash Match paid by Rusk County (Travel Category)

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#### ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the Smith County and Rusk County fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

#### ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

#### ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.



Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the

following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

**Funding Limitation-** Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

**Governing Law & Venue-** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

**Indemnification-** to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

**Law Enforcement Agency Grant Restriction-** Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

**Legal Authority-** Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

**Lobbying Expenditure Restriction-** Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

**No Conflicts of Interest State-** Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

## ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

## ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.**

County of Smith by:

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Neal Franklin, County Judge

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Date Signed

ATTEST:

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County Clerk

County of Rusk by:

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Rusk County Judge

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Sheriff JohnWayne Valdez

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Date Signed

ATTEST:

**Interlocal Agreement SB 224 2026**  
**State of Texas**

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Rusk**, a municipal corporation situated in Rusk County, Texas, hereinafter called “**Rusk County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Rusk County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$35,400.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Rusk County** has agreed to contribute the total of \$1,475.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Rusk County** believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the **Smith County** and **Rusk County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, **Rusk County** (sub-grantee) agrees to contribute a total of \$1,475.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$1,475.00	Cash Match paid by Rusk County (DOE Category)

ARTICLE IV. ALLOCATION OF FUNDS



4 .01 The specific allocation of the **Smith County** and **Rusk County** fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

#### ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

#### ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.



**Funding Limitation-** Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

**Governing Law & Venue-** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

**Indemnification-** to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

**Law Enforcement Agency Grant Restriction-** Grantee on behalf of East Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

**Legal Authority-** Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

**Lobbying Expenditure Restriction-** Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

**No Conflicts of Interest State-** Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

**No Waiver of Sovereign Immunity-** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

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State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

## ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

## ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

## ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.**

County of Smith by:

\_\_\_\_\_  
Neal Franklin, County Judge

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
County Clerk

County of Rusk by:

\_\_\_\_\_  
Rusk County Judge

\_\_\_\_\_  
Sheriff JohnWayne Valdez

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_

**Interlocal Agreement SB 224 2026**  
**State of Texas**

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of Tyler**, a municipal corporation situated in Smith County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **City** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$35,400.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of \$1,475.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of \$1,475.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$1,475.00	Cash Match paid by City (DOE Category)

#### ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

#### ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

#### ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

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Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

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State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

## ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

## ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

## ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.**

County of Smith by:

\_\_\_\_\_  
Neal Franklin, County Judge

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
County Clerk

City of Tyler by:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
City Clerk

**Interlocal Agreement**  
**State of Texas**

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of Tyler**, a municipal corporation situated in Smith County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **City** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$680,008.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of \$30,116.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of \$30,116.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Investigator – Tyler Police Department (City employee)	\$28,197.00	Cash Match paid for salary/fringe/overtime (Professional and Contractual Services)
Wireless Computer Service	\$420.00	In-Kind Match by City (Supplies and Direct Operating Expenses)
Equipment	5.00	Cash Match paid by City (Equipment Category)
Direct Operating Expenses	\$1,167.00	Cash Match paid by City (DOE Category)
TAVTI Convention	327.00	Cash Match paid by City (Travel Category)

#### ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

#### ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

#### ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

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- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

## ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.**

County of Smith by:

\_\_\_\_\_  
Neal Franklin, County Judge

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
County Clerk

City of Tyler by:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
City Clerk

8

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 11/19/2025	<b>Submitted by:</b> KAREN NELSON
<b>Meeting Date:</b> 12/02/2025	<b>Department:</b> ROAD & BRIDGE
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Utility Permits	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive pipe and/or utility line installation request (notice only): a. County Road 136_CenterPoint Energy, install service line, Precinct 1; and b. County Roads 1154, 1264, 1155 and 1156, Metronet, install underground fiber optic cable, Precinct 4	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



**APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT**  
Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Andrea Pickens Date: 10/21/2025  
Company Name (if different): CenterPoint Energy Phone: 713-207-4246  
Address: 1111 Louisiana St, Ste 1060 Fax: \_\_\_\_\_  
Houston Texas Zip: 77002  
24/7 Contact Name: Zain Saeed Phone: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): 17333 County Rd 136  
Propose to install 450' of 2" IP Pla and 50' of 1" IP Pla Svc gas see drawing  
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3  
copies of drawings attached to this application. The line will be constructed and maintained on  
the County right-of-way as directed by the Road Administrator/Engineer in accordance with  
SMITH COUNTY specifications.  
6. Describe all traffic controls or warning devices anticipated for this project: We will utilize TCP  
see attachment

7. Proposed start date: 10/30/2025 Completion date: 1/3/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.**
3. **Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.**
4. **All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)**

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No x \_\_\_\_\_

20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Andrea Pickens Date: 10/21/2025

Approved:   
Smith County Road Administrator/Engineer



## GAS STAKING

JOB NO: \_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_

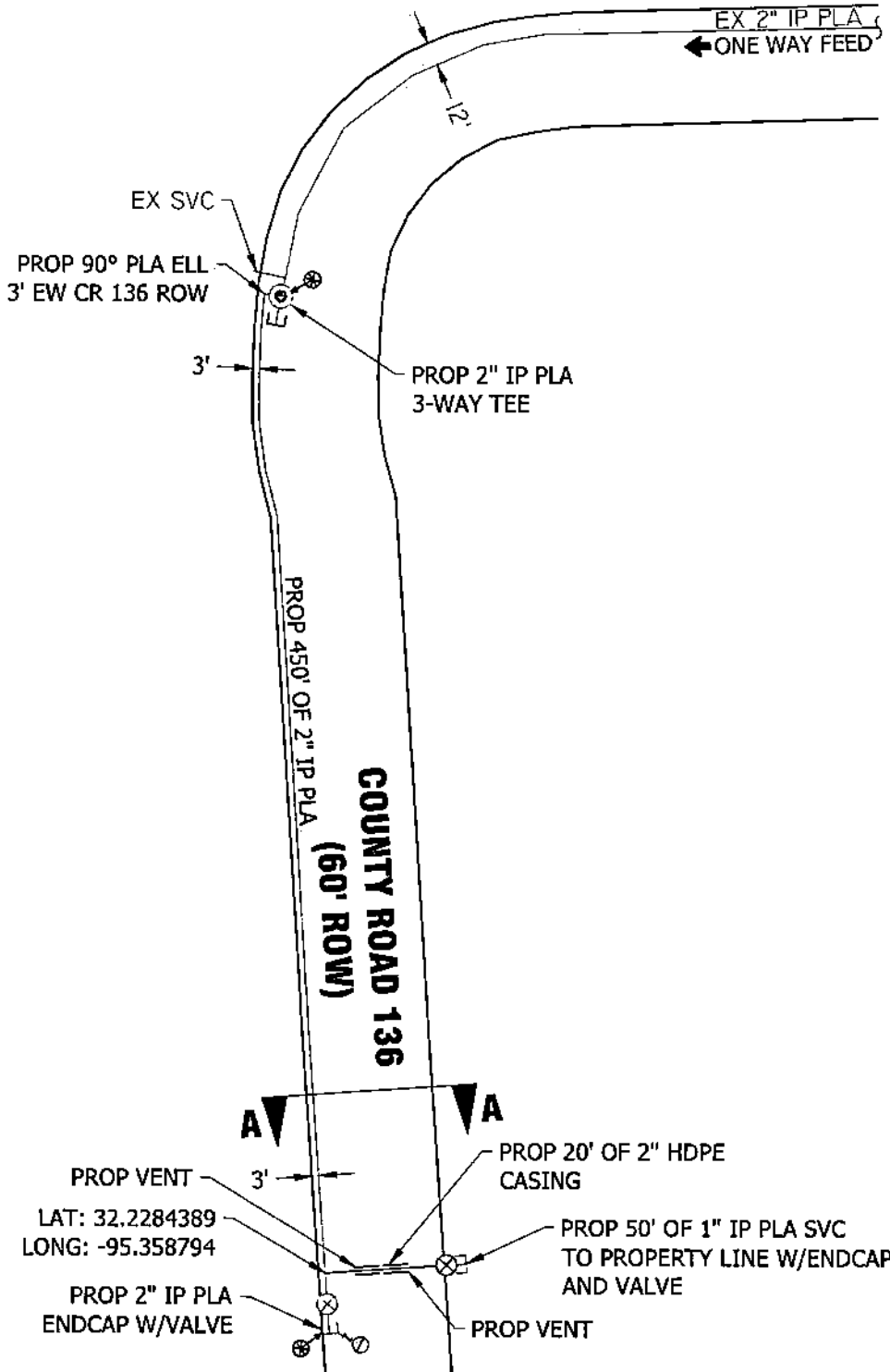
ESMTS. DED. BY: \_\_\_\_\_ ESMT. DOCUMENTS: \_\_\_\_\_

MONUMENTATION FND.: \_\_\_\_\_ PLAT DIST. CHK.=D: \_\_\_\_\_

ESMTS. NEEDED AT: \_\_\_\_\_

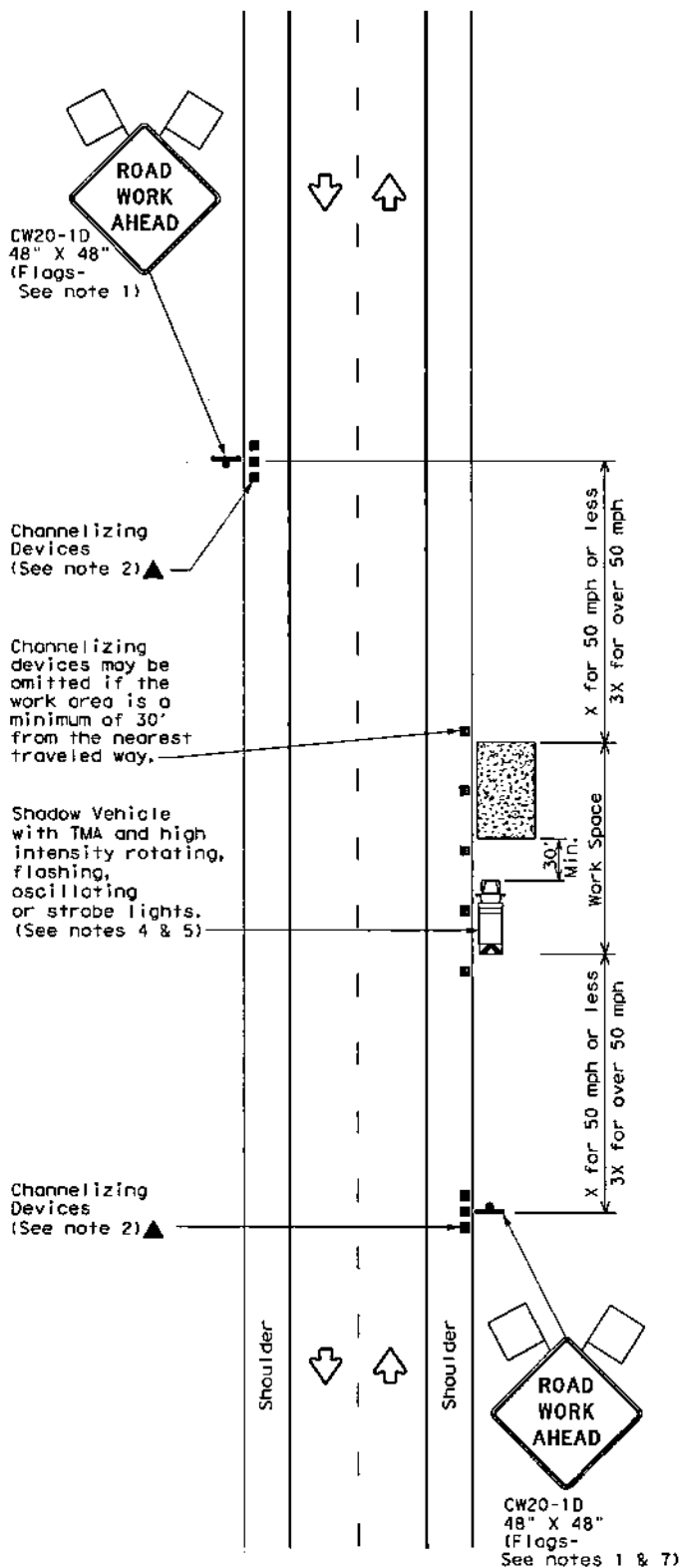
NON-STD. STAKING: \_\_\_\_\_ REASON: \_\_\_\_\_

- ☐ NO F
- ☐ TXDI
- ☐ CITY
- ☒ COU
- ☐ FLOC
- ☐ RAIL



10/21/2025 10:20:36 AM CAUSERS\00239272\CENTERPOINT ENERGY\AUD IMPLEMENTATION CORE TEAM - A10 MASTER DRAWINGS\TX\2502607\2502607\_JDH\_GENERATED.DWG

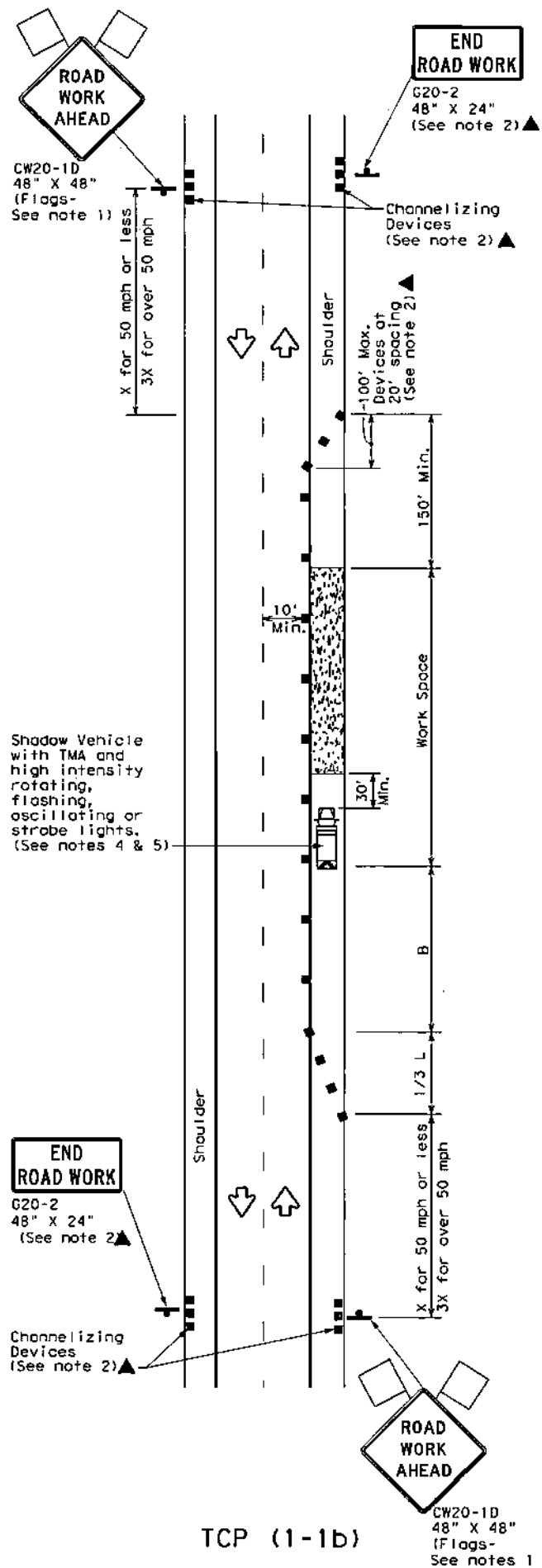
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



TCP (1-1a)

**WORK SPACE NEAR SHOULDER**  
Conventional Roads

DATE: FILE:



TCP (1-1b)

**WORK SPACE ON SHOULDER**  
Conventional Roads



**APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT**  
Smith County Road & Bridge Department  
135 SSE Loop 323  
Tyler, Texas 75702

1. Applicant: Metronet Date: 6/27/2025  
Company Name (if different): \_\_\_\_\_ Phone: 812-916-1792  
Address: 3701 Communications Way, Evansville IN Fax: \_\_\_\_\_  
47715 Zip: \_\_\_\_\_  
24/7 Contact Name: TAYLOR SHELTON Phone: 812-916-1311  
Contractor: TBD Phone: TBD  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): CR 1125, 1267, 1143, WILLIAM SPEAR DR, AIRWAYS DR, SUNSET DR, VICKERY DR  
1153 1153 1155 1156 1156 1156 1156 1156 Phone: 1214 1154 1154  
KARA LYNN PL, GENTRY ST, GLENDA AVE, MYRACLE ST, ALMA ST, OAKVALE DR, PIONEER DR, ORCHARD DR, COLEMAN ST

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_  
Possible TCP's to be used are included with drawings. Contractor to provide more information prior to construction. (TYLR.10.013)

7. Proposed start date: 9/22/2025 Completion date: 3/23/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

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5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
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7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

**20. Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

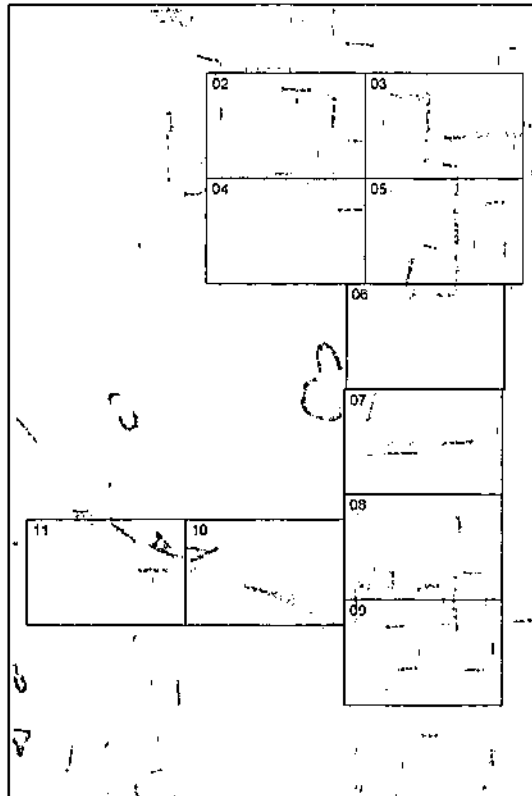
Applicants Signature: Jaylor Shelton Date: 11/3/25

Approved: Austin B...  
Smith County Road Administrator/Engineer

**TYLR.10.013  
FTTH PROJECT**



ONE-CALL NOTIFICATION SYSTEM  
**CALL BEFORE YOU DIG!**  
1-800-545-6005



**AREA MAP**

**SMITH COUNTY  
PERMIT  
DRAWINGS**

**DATE: 9/12/2025**

DRAWING INDEX	SHEET
COVER SHEET	01
CONSTRUCTION PLANS	02-11
TYPICAL DETAILS	T1-T13

CONTACT INFORMATION	
PRIMARY CONTACT (NAME):	TAYLOR SHELTON
PHONE:	(812) 213-1311
EMAIL:	TAYLOR.SHELTON@METRONET.COM
ADDITIONAL CONTACT (NAME):	NICK WILLIAMS
PHONE:	(512) 328-2461
EMAIL:	NICK.WILLIAMS@WILCOMM.COM

PREPARED BY  
**WILLIAMS**  
COMMUNICATIONS INC.  
SINCE 1979  
5524 BEE CAVES RD, SUITE C-1  
AUSTIN TX 78746  
PHONE: (512) 328-2461  
www.wilcomm.com

**VEXUS**  
FIBER™

9

# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

<b>Submission Date:</b>		<b>Submitted by:</b> Jennafer Bell	
<b>Meeting Date:</b> Weekly		<b>Department:</b> Auditor	
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration		<input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Weekly Bill Pay			
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session			
<b>Agenda Wording:</b> Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.			
<b>Background:</b>			
<b>Financial and Operational Impact:</b>			
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
<b>Return Signed Documents to the following:</b>			
<b>Name:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Email:</b>	

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**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

**10**

# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

<b>Submission Date:</b>		<b>Submitted by:</b> Jennafer Bell	
<b>Meeting Date:</b> 12/2/2025		<b>Department:</b> Sheriff Office	
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration		<input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Smith County Jail Update			
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session			
<b>Agenda Wording:</b> Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.			
<b>Background:</b> See attached.			
<b>Financial and Operational Impact:</b> NA			
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
<b>Return Signed Documents to the following:</b>			
<b>Name:</b>		<b>Email:</b>	
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**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_