

**COMMISSIONERS COURT AGENDA**

**Tuesday, December 30, 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 30, 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:**

***PRESENTATION***

1. Presentation of employee recognition, longevity certificates, and service pins.

***COURT ORDERS***

**COMMISSIONERS COURT**

2. Consider and take necessary action to approve the two-year bond renewal for Smith County Engineer, Billy Frank Davis, effective January 1, 2026, through December 31, 2027, and authorize the county judge to sign all related documentation.

**ELECTIONS**

3. Consider and take necessary action to approve the 2026 Joint Primary Resolution in accordance with Texas Election Code Section 172.126 and Title 31, Texas Administrative Code, Section 81.157 between Smith County and the Republican and Democratic parties.

**AUDITOR'S OFFICE**

4. Consider and take necessary action to adopt the attached resolution and accept the FY25 HAVA Grant agreement # TXHAVA-ES2025-212 and authorize the county judge to sign all related documentation.
5. Consider and take necessary action to approve a three (3) year agreement for ERP Pro 10 Financial Software from Tyler Technologies, Inc. utilizing Sourcewell Cooperative Purchasing contract 060624-TTI in the amount of \$159,874 for each of the three (3) years (\$479,622.00 total), and authorize a discretionary exemption pursuant to Local Government Code §262.024(a)(7)(D) for data conversion in an amount not to exceed \$374,438.00, travel in an amount not to exceed \$83,333.00 and training in the amount of \$19,368.00 and authorize the county judge to sign related documentation.

**FCIC**

6. Consider and take necessary action to approve a purchase from EXFO American, Inc. in the amount of \$57,040 for FCIC and authorize a discretionary exemption pursuant to Local Government Code §262.024(a)(7) and authorize the county judge to sign all related documentation.

**INFORMATION TECHNOLOGY**

7. Consider and take necessary action to approve the following contracts with Motorola Solutions under the HGAC and Texas DIR Cooperative Contract in the amount of \$402,060.37 and authorize the county judge to sign all related documentation:
  - a. Spillman FLEX Subscription Software in the amount of \$344,159.37 under HGAC Contract RA05-21,
  - b. Command Aware SaaS (Software) in the amount of \$44,187.50 under Texas DIR Contract DIR-CPO-5433, and

- c. CAPE Drone Software in the amount of \$13,714.00 under Texas DIR Contract DIR-CPO-5433.
- 8. Consider and take necessary action to approve the PSAP Participation Fund contribution from the 911 District in the amount of \$125,000.00 to be applied to the Motorola Solutions Spillman Contract costs and authorize the county judge to sign all related documentation.
- 9. Consider and take necessary action to approve the CIP Project and contract for Watchguard Cloud System and Migration with Motorola Solutions under the HGAC Contract RA05-21 in the amount of \$192,392.40 and authorize the county judge to sign all related documentation.

## **PURCHASING**

- 10. Consider and take necessary action to award annual contracts for the following bids and authorize the county judge to sign all related documentation:
  - a. RB-11-26 Annual Contract for Drainage Culverts (Base Bid A), and
  - b. RB-13-26 Annual Contract for Asphaltic Concrete Patching Material.
- 11. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:
  - a. RB 15-26 Annual Roadway Striping, and
  - b. RB 16-26 Annual Contract for Drainage Culverts (Base Bid B and C).

## **SHERIFF'S OFFICE**

- 12. Consider and take necessary action to allow the Auditor's Office to apply for the FY2027 Office of the Governor, Public Safety Office, Peace Officer Mental Health grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.
- 13. Consider and take necessary action to allow the Auditor's Office to apply for the FY2027 Office of the Governor, Public Safety Office, Body Worn Camera grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.
- 14. Consider and take necessary action to allow the Auditor's Office to apply for the FY2027 Office of the Governor, Public Safety Office, Rifle-Resistant Body Armor grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.
- 15. Consider and take necessary action to allow the Auditor's Office to apply for the FY2027 Office of the Governor, Public Safety Office, Sexual Assault Evidence Testing grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.

## ***RECURRING BUSINESS***

### **AUDITOR'S OFFICE**

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

**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.

### **SECTION 551.074 PERSONNEL MATTERS**

### **SECTION 551.071 CONSULTATION WITH ATTORNEY**

17. Deliberation and consultation with attorney regarding regulatory compliance and claims submitted through the Smith County Health Plan, and compliance with Local Government Code Chapter 262, Subchapter C.
18. Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer and Budget Analyst.

## **OPEN SESSION:**

## ***COURT ORDERS***

### **COMMISSIONERS COURT**

19. Consider and take necessary action to approve the following ancillary agreements and disclosures pursuant to Local Government Code, § 262.036 related to the Smith County Health Plan, and authorize the county judge to sign all related documentation:
  - a. Benefits Bucks, Inc., FSA/HSA Administration,
  - b. Cobra Charmers, Inc., Cobra Benefits Administration,
  - c. Brinson Benefits, Inc., BSwift Benefits Enrollment Portal, and
  - d. MyTelemedicine, Inc. dba Lyric Health, Telemedicine Administration.
20. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive RFP's for Third Party Administrator (TPA) for the Smith County Employee Health Plan.

## **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: 12/22/2025

Time: 5:00 p

  
Neal Franklin  
**NEAL FRANKLIN, COUNTY JUDGE**

Posted By: Jennafer Bell

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

Submission Date:	Submitted by: Esmeralda Corona	
Meeting Date:	Department: Personnel	
Item Requested is:	<input type="checkbox"/> For Action/Consideration	<input checked="" type="checkbox"/> For Discussion/Report
<b>Title:</b> Personnel Service Recognition		
Agenda Category:	<input type="radio"/> Briefing Session	<input type="radio"/> Recurring Business
	<input type="radio"/> Court Orders	<input type="radio"/> Resolution
	<input checked="" type="radio"/> Presentation	<input type="radio"/> Executive Session
<b>Agenda Wording:</b> Presentation of employee recognition, longevity certificates, and service pins.		
<b>Background:</b>		
<b>Financial and Operational Impact:</b>		
Attachments: Yes <input checked="" 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"/>		
<b>Return Signed Documents to the following:</b>		
Name:	Email:	

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 Tuesday at 5:00pm a 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.

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

**SUBMIT**

The following employees will be celebrating service milestones this month. Thank you for your service and dedication to the citizens of Smith County and congratulations on your milestones.

December 2025:

Nathan McMillan {Sheriff's Office} 15 Yrs.

Vicente Barrientos {Sheriff's Office} 10 Yrs.

Blain Beard {Sheriff's Office} 10 Yrs.

John McLean {Sheriff's Office} 10 Yrs.

Michael Benson {Sheriff's Office} 5 Yrs.

Sonya Mobley {Sheriff's Office} 5 Yrs.

If you would like to be recognized in Commissioners Court, we will have our recognitions on Tuesday, December 30, 2025 at 9:30 am. Please contact your supervisor or the HR office to make arrangements.

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# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

Submission Date:	12/10/2025	Submitted by:	Rachel McCord
Meeting Date:	12/30/2025	Department:	Commissioners Court
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration	<input type="checkbox"/> For Discussion/Report
<b>Title:</b> Bond Renewal - Billy Frank Davis, County Engineer			
<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 two-year bond renewal for Smith County Engineer, Billy Frank Davis, effective January 1, 2026 through December 31, 2027, and authorize the County Judge to sign all related documentation.			
<b>Background:</b>			
<b>Financial and Operational Impact:</b>			
Attachments:	Yes <input checked="" 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"/>			
<b>Return Signed Documents to the following:</b>			
Name:	Email:		

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

**SUBMIT**



# Western Surety Company

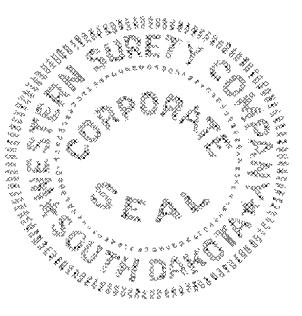
## CONTINUATION CERTIFICATE

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 10th day of December, 2025.

WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**



# Western Surety Company

## RIDER

To be attached to and form part of Bond No. 71615594

It is hereby mutually agreed and understood by and between Western Surety Company and **Billy Frank Davis**

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:**
- Principal Address changed to:**
- Vehicle/Vessel/Hull Information changed to:**
- Lost Instrument Information changed to:**
- Identification Number changed to:**
- Penalty Amount changed to:**
- Additional or Event Location:**
- Effective Date changed to:**
- Expiration Date changed to: December 31, 2027**
- The following bond information changed:**

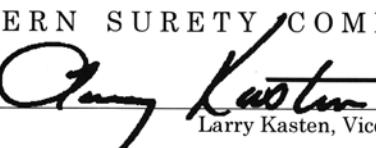
But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 5th day of November, 2025.

Signed this 5th day of November, 2025.

WESTERN SURETY COMPANY

By:   
Larry Kasten, Vice President



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

\_\_\_\_\_  
Larry Kasten \_\_\_\_\_ of \_\_\_\_\_ Sioux Falls \_\_\_\_\_,  
State of \_\_\_\_\_ South Dakota \_\_\_\_\_, its regularly elected \_\_\_\_\_ Vice President \_\_\_\_\_,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for  
and on its behalf as Surety and as its act and deed, the following bond:

One SMITH COUNTY ENGINEER

bond with bond number 71615594

for BILLY FRANK DAVIS

as Principal in the penalty amount not to exceed: \$5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

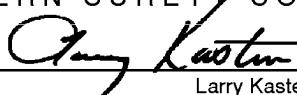
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President \_\_\_\_\_ with the corporate seal affixed this 10th day of December, 2025.

ATTEST



L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

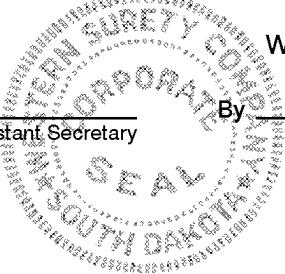


Larry Kasten, Vice President

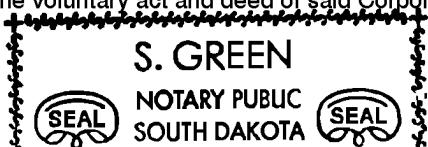
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

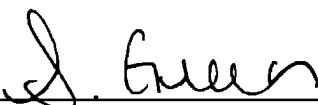


On this 10th day of December, 2025, before me, a Notary Public, personally appeared  
Larry Kasten and L. Bauder  
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to  
be the voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

Notary Public



To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

Form F9701



Figure: 28 TAC § 1.601(a)(2)(B)

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

**Western Surety Company, Surety Bonding Company of America or Universal Surety of America**

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-605-336-0850**

Toll-free: **1-800-331-6053**

Email: [uwservices@cnasurety.com](mailto:uwservices@cnasurety.com)

Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

## Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

**Western Surety Company, Surety Bonding Company of America or Universal Surety of America**

Para obtener informacion o para presentar una queja ante su compania de seguros o HMO:

Llame a: Servicio al Cliente al **1-605-336-0850**

Telefono gratuito: **1-800-331-6053**

Correo electronico: [uwservices@cnasurety.com](mailto:uwservices@cnasurety.com)

Direccion postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electronico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

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

Submission Date:	12/15/2025	Submitted by:	Michelle Allcon
Meeting Date:	12/30/2025	Department:	Elections Administration
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Elections			
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <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         </div>			
<b>Agenda Wording:</b> Consider and take necessary action to approve the 2026 Joint Primary Resolution in accordance with Texas Election Code Section 172.126 and Title 31, Texas Administrative Code, Section 81.157 between Smith County and the Republican and Democratic parties.			
<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>			
Name:	Michelle Allcon		
Name:			
Name:			
Name:			

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

**SUBMIT**

## JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY JOINT RESOLUTION

**WHEREAS**, the Democratic Party of Smith County, Texas, and the  
Republican Party of Smith County, Texas, desire to enter into a 2026 Joint  
Primary Election Services Contract with the Smith County Election Administrator/  
County Clerk, as the County Election Officer.

**AND WHEREAS**, the Commissioners Court of Smith County, Texas desires to give  
authorization for said Contract.

### **NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF Smith, COUNTY, TEXAS, THAT:**

Said Commissioners Court authorizes a Joint Contract by and among, Cam Ray,  
Democratic Party Chair, and David Stein, Republican County Chair, and  
Michelle Allcon, County Election Officer of Smith County, Texas, for the conduct and  
supervision of the Smith County Joint Primary Election on March 3, 2026,  
and the Smith County Joint Primary Runoff Election, if necessary, on May 26, 2026.

**PASSED AND APPROVED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Signature of County Judge**

\_\_\_\_\_  
**Signature of Commissioner, Precinct 1**

\_\_\_\_\_  
**Signature of Commissioner, Precinct 2**

\_\_\_\_\_  
**Signature of Commissioner, Precinct 3**

\_\_\_\_\_  
**Signature of Commissioner, Precinct 4**

\_\_\_\_\_  
**Smith County Democratic Party**

\_\_\_\_\_  
**Smith County Republican Party**

**By:** \_\_\_\_\_, **County Chair**

**By:** \_\_\_\_\_, **County Chair**

**County Elections Official**

**By:** \_\_\_\_\_, **County Election Administrator/County Clerk**

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

Submission Date:	12/17/25	Submitted by:	Heather Foster
Meeting Date:	12/30/25	Department:	Auditor
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> HAVA Grant			
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <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       </div>			
<b>Agenda Wording:</b> Consider and take necessary action to adopt the attached resolution and accept the FY25 HAVA Grant agreement # TXHAVA-ES2025-212.			
<b>Background:</b> This is a reimbursement grant with total federal funding of \$78,685.00 and a county match of \$15,737.00 provided from the Elections Services Contract Fund (Fund 61).			
<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>			
Name:	Email: hfoster@smith-county.com		
Name:	Email: mallcon@smith-county.com		
Name:	Email:		
Name:	Email:		

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**SUBMIT**



**STATE OF TEXAS**

**COUNTY OF SMITH**

§  
§  
§

**IN THE COMMISSIONERS COURT**

**2025 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY**

**WHEREAS**, Smith County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Smith County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

**WHEREAS**, Smith County Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.

**WHEREAS**, Smith County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

**WHEREAS**, Smith County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

**WHEREAS**, Smith County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Smith County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

**APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025, BY THE SMITH COUNTY COMMISSIONERS COURT.**

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**NEAL FRANKLIN  
COUNTY JUDGE**

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**CHRISTINA DREWRY  
COMMISSIONER, PRECINCT 1**

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**JOHN MOORE  
COMMISSIONER, PRECINCT 2**

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**J SCOTT HEROD  
COMMISSIONER, PRECINCT 3**

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**RALPH CARAWAY, SR  
COMMISSIONER, PRECINCT 4**

**ATTEST:** \_\_\_\_\_  
**KAREN PHILLIPS, COUNTY CLERK**

**From:** [Michelle Allcon](#)  
**To:** [Heather Foster](#)  
**Subject:** Election HAVA Grant-2025  
**Date:** Monday, December 15, 2025 9:18:59 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Good Morning,

I was awarded a HAVA grant. The requested amount granted was \$78,685.00 and the county's match is \$15,737.00.



However, this is a reimbursement grant. The 61.404 account is where the full total of the money is currently sitting. We are allowed to be reimbursed retroactively as long as they fall into the allowed categories and I did make purchases from fund 61 in anticipation of requesting reimbursement.

Below are the items that the SOS requires to be in the resolution from Court prior to us requesting reimbursement from the State.

Text, letter AI-generated content may be incorrect.



Please let me know what else you need from me and I will get it to you.

Thank you,

*Michelle Allcon*

Elections Administrator  
Phone: 903-590-4774  
Fax: 903-590-4778  
302 E. Ferguson St., Tyler, TX 75702

## Sub-Grant to Texas Counties - Notice of Grant Award

Grantee: Smith County

Grantor: Texas Secretary of State  
P.O. Box 12887  
Austin, TX 78711

## Obligation Information

CFDA Number: 90.404

Grant Period: 1/1/2024 - 7/31/2026

Agreement No.: TXHAVA-ES2025-212

## Funds Description

This obligation of funds constitutes the subgrantee's allocation of funds provided by the State of Texas under its grants from the U.S. Election Assistance Commission (52 U.S.C. §§ 20901, 20903-20905) authorized by the U.S. Congress under the Consolidated Appropriations Acts, 2018 (Public Law 115-141), 2020 (Public Law 116-93), 2023 (Public Law 117-328), and 2024 (Public Law 118-42)

## Funding Information

	Requested Funding	SOS Approved Amount
Federal Share	\$78,685.00	\$78,685.00
Required Matching Funds	\$15,737.00	\$15,737.00

## Funding Activities (Check all that apply):

- Comply With Sec. 129.003. PAPER AUDIT TRAIL REQUIRED - Limited To those counties not currently in compliance.
- Replacement Of electronic pollbooks used in the 2024 November General Election that have been decertified after December 1, 2024.
- Comply With Sec. 127.1232. SECURITY OF VOTED BALLOTS - Limited To video recording devices And necessary accessories.
- Other election security-related projects: DIR Managed Security Services; Physical Security of Election-related Property; Election-specific IT Upgrades; ePollbooks.

## Description/Justification:

Physical Security: metal security cages for equipment and security storage boxes for pollbook and accessories-to be used for shipping to polling places and securing daily at EV locations and overnight day before ED. \$21,420.00 Election-specific IT Upgrades: Cradlepoint devices for 3 reasons 1) stronger signal to increase connectivity and decrease potential double voting, 2) connection to either Verizon or AT&T due to signal strength or vendor outage increasing continuity of election process, 3) stronger security than regular internet devices to increase cybersecurity. \$60,000.00 ePollbooks: label printers to add a paper verification of check in process in case of election challenge, electronic manipulation, destruction or damage of ePollbook. \$13,000.00

By checking and submitting I certify to the best of my knowledge the county is in compliance with the [Terms and Conditions of the grant](#).

## HAVA GRANT ASSURANCES

### Resolution from the Governing Body

A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):

\_\_\_\_\_ Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between \_\_\_\_\_ County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

\_\_\_\_\_ Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.

\_\_\_\_\_ Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

\_\_\_\_\_ Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

\_\_\_\_\_ Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, \_\_\_\_\_ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

### State Voting System Certification

If equipment or software is being acquired that requires Secretary of State prior approval pursuant to Section 123.035 of the Texas Election Code, the county must comply with the following:

1. Provide a copy of the relevant portions of the contract containing the identifying information that the Secretary of State needs to determine whether the version of what is being acquired under the contract complies with the applicable requirements.
2. The county may not expend funds unless it has received a letter from the Secretary of State confirming that the acquisition under the contract satisfies the applicable requirements for approval.

### Financial Management Standards

The financial management system of the county must meet the following standards:

1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.
2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures, and income.
3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.
6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

### Procurement

The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

### Property Management

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.

4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

#### **Records Retention**

1. The county must maintain records for at least three years following the submission of the final expenditure report.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

#### **Compliance Reviews**

1. Compliance reviews include programmatic and financial auditing.
2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

#### **Remedies for Noncompliance**

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

1. Require the return of funds if disbursements have already been made.
2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.
3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
4. Disallow all or part of the cost of the activity or action that is not in compliance.
5. Impose administrative sanctions, other than fines, on the county.
6. Withhold further HAVA grant funds from the county.
7. Terminate the award agreement in whole or in part.
8. Exercise other remedies that may be legally available.

#### **Collection of Amount Due**

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withholding payments otherwise due to the county; or
3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

#### **Standard Federal Assurances**

##### *Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements*

The signing authority certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the signing authority, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the signing authority shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The signing authority shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Certification Regarding Trafficking in Persons*

The signing authority certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

I. Provisions applicable to a recipient that is a private entity.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the award.
- B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
  - 1. Violates a prohibition in paragraph A of this award term; or
  - 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
    - a) Associated with performance under this award; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".

II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—

- A. Is determined to have violated an applicable prohibition of paragraph I.A of this award
- B. term; or
- C. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is—
  - 1. Associated with performance under this award; or
  - 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.

III. Provisions applicable to any recipient.

- A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
- B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.

IV. Definitions. For purposes of this award term:

- A. "Employee" means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

C. “Private entity”:

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
2. Includes:
  - a) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
  - b) A for-profit organization.

D. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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

Submission Date:	12/19/2025		Submitted by: J.Latch for Karin Smith	
Meeting Date:	12/30/2025		Department: Auditors Office	
Item Requested is:			<input checked="" type="checkbox"/> For Action/Consideration	<input type="checkbox"/> For Discussion/Report
<b>Title:</b> Purchase for FCIC				
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <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         </div>				
<b>Agenda Wording:</b> Consider and take necessary action to approve a three (3) year agreement for ERP Pro 10 Financial Software from Tyler Technologies, Inc. utilizing Sourcewell Cooperative Purchasing contract 060624-TTI in the amount of \$159,874 for each of the three (3) years (\$479,622.00 total), and authorize a discretionary exemption pursuant to Local Government Code §262.024(a)(7)(D) for data conversion in an amount not to exceed \$374,438, travel in an amount not to exceed \$83,333 and training in the amount of \$19,368 and authorize the county judge to sign related documentation.				
<b>Background:</b> New Financial Software System				
<b>Financial and Operational Impact:</b> Capital Improvement Plan (CIP)				
<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>				
Name:	Email: ksmith@smith-county.com			
Name:	Email:			
Name:	Email:			
Name:	Email:			

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.

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

**SUBMIT**



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell ("Sourcewell") under member number 125376;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment

Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit E](#).
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.

- “**Third-Party Terms**” means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “**we,” “us,” “our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. **Ownership.**
  - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3. **Data.**
  - 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
  - 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
  - 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
  - 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
4. **Restrictions.**
  - 4.1. You may not:
    - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations;

- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
6. **SaaS Services.**
  - 6.1. ***Audit & Compliance.*** Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
  - 6.2. ***Service Levels.*** The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
  - 6.3. ***Business Continuity.*** Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will

be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

**6.4. Security Measures.** We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. **Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If you cancel services less than thirty (30) days prior to the day of scheduled commitments (other than for Force Majeure or breach by Tyler), you will be liable for (i) one day of assigned personnel's daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within thirty (30) days of scheduled commitments.
5. **Services Warranty.** We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. **Site Access and Requirements.** At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Background Checks.** All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. **Maintenance and Support Services.**
  - 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
    - 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
    - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
    - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
    - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
  - 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
  - 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the

purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

## **SECTION D – THIRD-PARTY PRODUCTS**

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
  - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
  - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## **SECTION E – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of

termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).

- 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
- 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
- 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Smith County, Texas (1) fails to provide funding for this contract during the following fiscal year; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then County may, upon giving thirty (30) days written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after County notifies Tyler in writing of such failure to fund and termination. County shall pay for all work completed up to that date. There shall be no recourse for Tyler as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

## **SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
  - 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final

judgment (or settlement to which we consent), we will, at our option, either:

- 1.3.1. procure the right to continue its use;
- 1.3.2. modify it to make it non-infringing; or
- 1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

**2. General Indemnification.**

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

**3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

**4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION G – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**
  - 2.1. ***Notice.*** You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
  - 2.2. ***Invoice Issues.***
    - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
    - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
    - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
    - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
    - 2.2.5. **WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.**
  - 2.3. ***Dispute Resolution.*** You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will

convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. Cost of mediation shall be split evenly among the parties. All in person mediation shall occur in Smith County, Texas. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either you or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
14. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - iii. a party receives from a third party who has a right to disclose it to the receiving party; or

iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. No Boycott Israel. Pursuant to Section 2271.002, Texas Government Code, Owner hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, to the extent, if any, that this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and verification is made solely to comply with Section 2271.002, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certification and verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in the Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

20. No Boycott Energy Companies. To the extent, if any, that this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and is made only to the extent such section is not repealed by any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and that exists to make a profit.

21. No Boycott Firearms Entities or Firearm Trade Associations. To the extent, if any, that this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby certifies and verifies that it and its

parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and are made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary any such certifications and verifications, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the OWNER and that exists to make a profit.

22. **HB 1295 Compliance.** Section 2252.908 of the Texas Government Code requires that for certain types of contracts, Owner must fill out a conflict-of-interest form ("Disclosure of Interested Parties" at the time the Owner submits this executed Agreement to the County. For further information, to the requirements are found on the Texas Ethics Commission website via the following link.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The County has no obligation under this Agreement until such form is accurately completed and properly submitted, and any County obligation is conditioned on such proper completion and submission

23. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

24.

25. **Data & Insights Solution Terms.** Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

26. **Contract Documents.** This Agreement includes the following exhibits:

<b>Exhibit A</b>	Investment Summary
<b>Exhibit B</b>	Invoicing and Payment Terms
<b>Exhibit C</b>	Service Level Agreement
<b>Exhibit D</b>	Third-Party Terms

Schedule 1: Third Party Verification Services – Work Number by Equifax Terms  
of Service

**Exhibit E** Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Smith County, Texas

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

Smith County  
200 E. Ferguson Street, Suite 227  
Tyler, TX 75702-5962  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*[Sales quotation to be inserted prior to Agreement execution.]*

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DRAFT



## Exhibit B

### Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

#### 1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

#### 2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
  - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
  - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
  - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
  - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

**Payment.** Unless otherwise provided by this agreement, Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the interest rate that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



## Exhibit C

### SERVICE LEVEL AGREEMENT

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

#### II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### III. **Service Availability**

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

##### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit D

### Third-Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan, or accessing, installing, or using DigEplan, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



## Exhibit D

### Schedule 1

### Third Party Verification Services – Work Number by Equifax Terms of Service

Your use of the Third Party Verification Services - Work Number by Equifax (the employment verification service, "EVS") is subject to these Terms of Service. The EVS is owned and operated by Equifax Workforce Solutions LLC ("EWS"), which provides subscribing employers or other data furnishers with an automated method of providing employment and income verifications to authorized third parties also known as Verifiers. The EVS is provided in accordance with these Terms of Service, including all attachments hereto, which hereby become part of the agreement between Tyler and Client when elected by Client.

EWS shall have the right to cease providing the EVS when its contract with Tyler ends or service is suspended thereunder. Tyler may terminate its provision of the Third Party Verification Service, upon email notice to Client, without incurring any liability. In addition, Client may elect to no longer receive the EVS by providing Tyler with 30 day's advance written notice.

The ability of EWS to provide accurate information is dependent upon accurate Client Data furnished on behalf of the Client. The Tyler Software, including any related technology, is a configurable tool provided by Tyler whereby Client can and will manage its own Client Data. Tyler is providing a conduit for certain Client Data to be moved between Client and EWS via Tyler's API.

#### **1. EVS OVERVIEW.**

- A. Service Description.** The EVS is designed to assist (i) employers whose employee data is included in Client Data (each, a "Participating Employer"), and (ii) commercial, private, nonprofit and governmental entities or Verifiers who wish to verify a consumer's employment and/or income information. EWS will (a) provide verifications to relieve the Participating Employer of the burden of employment and income verification obligations as often as practicable; (b) provide verifications where permissible purpose, as defined by the FCRA, exists in scenarios such as where the employee has applied for a benefit (such as a job application, qualification for social services assistance or a loan application) or has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to continue to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (c) act on behalf of Client when working with Verifiers to perform EVS; and (d) provide analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees/customers. EWS will diligently protect Client Data in accordance with good industry practices.
- B. Client Authorizations.** EWS is authorized by Client to provide employment and income verification of relevant consumers. Client authorizes (i) EWS to request and receive Client Data through the Tyler Software, (ii) Tyler to make Client Data available to EWS for the purposes described herein, and (iii) EWS to provide employment and/or income verifications to Verifiers who have a permissible purpose, as defined by the FCRA, to whom such Client Data relates.

#### **2. FAIR CREDIT REPORTING ACT ("FCRA") OBLIGATIONS.**

As a provider of the EVS, EWS is a Consumer Reporting Agency ("CRA"), as defined by the FCRA. As such, EWS complies with the FCRA in providing the EVS. EWS's FCRA compliance enhances the protections available to the employees whose data is included in the Client Data, with respect to the privacy and accuracy of the data. EWS maintains reasonable procedures to assure maximum possible accuracy as required under the FCRA.

- A.** Client is the Furnisher with respect to the Client Data. Tyler is not a Furnisher with respect to the Client Data, does not warrant the accuracy of such data and Tyler's role is limited to creating and maintaining the API so EWS can request, and Client can send data to EWS. Furthermore, Client (i) acknowledges that it has received the Notice to Furnishers, set forth on Attachment 1 to these Terms of Service and incorporated herein, and (ii) will fulfill the obligations as a furnisher as set forth in the Notice to Furnishers and as required by the FCRA. In the event that a consumer notifies EWS of an error in any Client Data, and EWS concludes that the Client Data is incorrect, EWS shall have the right to coordinate with the Client directly to correct the Client Data as required. After completing an investigation and acknowledging that certain Client Data is incorrect, EWS may as required under FCRA, and Client hereby authorizes EWS to: (a) correct such Client Data on behalf of Client, and/or (b) block the Client Data from being accessed by Verifiers.
- B.** In the event of consumer dispute, EWS will have primary responsibility for receiving, processing and resolving data disputes. In the event a consumer reaches out directly to Tyler regarding a dispute, Tyler will direct the party to EWS's dispute resolution process. Client will promptly forward to EWS any results of Client's investigation into any data dispute, in accordance with applicable law. In the event such results are sent to Tyler, Client authorizes Tyler to release such results to EWS. If the results or release are insufficient, EWS or Tyler will request sufficient information from the Client.

**ATTACHMENT 1 TO TERMS OF SERVICE**  
NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

**All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

The federal Fair Credit Reporting Act (**FCRA**), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (**CRAs**). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnisher. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (**CFPB**): [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

**Accuracy Guidelines**

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). *Section 623(e)*.

**General Prohibition on Reporting Inaccurate Information**

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C)*.

**Duty to Correct and Update Information**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*.

**Duties After Notice of Dispute from Consumer**

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 623(a)(1)(B)*.

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*.

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). *Section 623(a)(8)*.

**Duties After Notice of Dispute from Consumer Reporting Agency**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. *Sections 623(b)(1)(A) and (b)(1)(B)*.
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. *Section 623(b)(1)(C) and (b)(1)(D)*.
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the

- consumer later provides relevant additional information to the CRA). *Section 623(b)(2).*
- Promptly modify or delete the information, or block its reporting. *Section 623(b)(1)(E).*

### **Duty to Report Voluntary Closing of Credit Accounts**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4).*

### **Duty to Report Dates of Delinquencies**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5).*

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. *Section 623(a)(5).*

### **Duties of Financial Institutions When Reporting Negative Information**

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p) must notify consumers in writing if they may furnish or have furnished negative information to a CRA. *Section 623(a)(7).* The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

### **Duties When Furnishing Medical Information**

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. *Section 623(a)(9).* This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

### **Duties When ID Theft Occurs**

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. *Section 623(a)(6).* If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. *Section 623(a)(2).* When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. *Section 615(f).*

**The Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.**

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### **Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s

Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y



## Exhibit E

### Statement of Work

*[Statement of Work to be inserted prior to Agreement execution.]*

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6

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

Submission Date:	12/17/2025		Submitted by:	J.Latch for FCIC	
Meeting Date:	12/30/2025		Department:	FCIC	
Item Requested is:	<input checked="" type="checkbox"/> For Action/Consideration		<input type="checkbox"/> For Discussion/Report		
Title:	Purchase for FCIC				
Agenda Category:	<input type="radio"/> Briefing Session <input checked="" type="radio"/> Court Orders <input type="radio"/> Presentation		<input type="radio"/> Recurring Business <input type="radio"/> Resolution <input type="radio"/> Executive Session		
Agenda Wording:	Consider and take necessary action to approve a purchase from EXFO American, Inc. in the amount of \$57,040 for FCIC and authorize a discretionary exemption pursuant to Local Government Code §262.024(a)(7) and authorize the county Judge to sign all related documentation.				
Background:	This purchase will aid FCIC in their investigations.				
Financial and Operational Impact:	Funding provided from TDLR				
Attachments:	Yes <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/>				
<b>Return Signed Documents to the following:</b>					
Name:	Email: twilson@smith-county.com				
Name:	Email: jlatch@smith-county.com				
Name:	Email:				
Name:	Email:				

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.

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

**SUBMIT**



STATE OF TEXAS  
COUNTY OF SMITH

§  
§  
§

IN THE COMMISSIONERS COURT

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**ORDER GRANTING DISCRETIONARY EXEMPTION  
PURSUANT TO  
TEXAS LOCAL GOVERNMENT CODE § 262.024(a)(7)**

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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 was determined:

**WHEREAS**, the Texas Local Government Code, Chapter 262 requires the Commissioners Court to comply with competitive procurement procedures for purchase of items under a contract that will require an expenditure of public funds;

**WHEREAS**, the entire purchase contemplated within will exceed \$50,000, the amount required for competitive bidding under Texas Local Government Code § 262.023(a);

**WHEREAS**, Texas Local Government Code § 262.024(a)(7)(A) authorizes the Commissioners Court to grant an exemption for "an item that can be obtained from only one source, including: "items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;" and

**WHEREAS**, Smith County wishes to secure services and other tangible goods from EXFO American, Inc. Said sole-source provider has completed a SOLE-SOURCE PURCHASE AFFIDAVIT, which is incorporated by reference into this Commissioners Court Order granting said discretionary exemption.

**NOW, THEREFORE, BE IT ORDERED BY THE SMITH COUNTY COMMISSIONERS COURT THAT:**

1. The provisions of Texas Local Government Code § 262.024(a)(7)(A) shall apply to exempt EXFO American Inc. from competitive bidding requirements,
2. This order pertains to the procurement of component equipment, maintenance, support, training, warranty, and/or software from EXFO American, Inc. for the benefit of the FCICI for law enforcement operations and investigation, and

26-O04

3. This procurement qualifies for exemption from the competitive procurement procedures because such items qualify as those that can be obtained from only one source, as competition is precluded due to the existence of patents, copyrights, secret processes, or monopolies.

**APPROVED AND ADOPTED THIS 30<sup>th</sup> DAY OF DECEMBER, 2025.**

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**NEAL FRANKLIN  
COUNTY JUDGE**

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**CHRISTINA DREWRY,  
COMMISSIONER, PRECINCT 1**

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**JOHN MOORE,  
COMMISSIONER, PRECINCT 2**

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**J SCOTT HEROD,  
COMMISSIONER, PRECINCT 3**

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**RALPH CARAWAY, SR,  
COMMISSIONER, PRECINCT 4**

**ATTEST:** \_\_\_\_\_  
**KAREN PHILLIPS, COUNTY CLERK**

**ENCLOSURE: SOLE-SOURCE PURCHASE STATEMENT.**



## Homeland Security

## QUOTATION

No: MP-US-2507-100888-1-1

Date: 2025-10-27

Valid until: 2025-11-30

Currency: US  
Dollars

FROM

**EXFO AMERICA INC.**  
612 Spring Hill Drive, Suite 180  
TX, Spring  
77386-6045, UNITED STATES  
Quoted by: Mickey Patterson

**Sales manager: Mickey Patterson**  
Email: [mickey.patterson@exfo.com](mailto:mickey.patterson@exfo.com)  
Mobile phone: 682-307-6287

TO

U.S.A. / Texas Financial Crimes Intelligence Center  
920 Colorado  
TX, Austin  
78701, UNITED STATES

Attn.: Mr. Jeff Headley  
Email: jeff.headley@fcic.texas.gov  
Phone: 903-330-1138

Hi Jeff,

Provided is a quote for a

It also includes 12 months of software and hardware support.

If you have any questions, please do not hesitate to reach out to me and I will be glad to help.

Mickey Patterson - Regional Sales Manager  
EXFO  
682-307-6287  
[mickey.patterson@exfo.com](mailto:mickey.patterson@exfo.com)

ITEM	QTY	PRODUCT	UNIT SALES PRICE	EXTENDED SALES PRICE
1	4.00	<b>HS Customization</b> <b>U1000000154</b>  [REDACTED]	\$14,260	\$57,040
2	1.00	<b>HS Care - Initial 12 Months Warranty</b> <b>U1000000155</b>  HS Care - Initial 12 Months Warranty' covers software update services, hardware repair services, and technical support services for items specified in this quotation, to ensure effective use of the product. The package is included free of charge, and is valid for 12 months, following the allocated period of 3 months to allow for delivery, installation, and acceptance of the goods, before formal warranty begins.	\$0	\$0
				\$57,040
			Discounted Subtotal	\$57,040
			Tax	Not included
			Shipping Amount	\$500



Homeland  
Security

## QUOTATION

No: **MP-US-2507-100888-1-1**

Date: 2025-10-27

Valid until: 2025-11-30

Currency: US  
Dollars

Discounted Subtotal **\$57,040**

Grand Total **\$57,540**

### QUOTATION SPECIFIC TERMS & CONDITIONS

Payment Terms:	Net 30 Days
Currency:	US Dollars
Incoterm (CCI2020):	DAP 218 E. Elm St. Tyler, Texas 75702 United States
Warranty:	'HS Care - Initial 12 Months Warranty' covers software update services, hardware repair services, and technical support services for items specified in this quotation, to ensure effective use of the product. The package is included free of charge, and is valid for 12 months, following the allocated period of 3 months to allow for delivery, installation and acceptance of the goods, before formal warranty begins.
Lead Time:	12 Weeks
Quote specific notes:	
General Terms and Conditions:	<p>The approval of Customer's order and the delivery of ordered products are subject to compliance with export control regulations and/or granted license given by relevant authorities. EXFO shall be under no obligation to deliver the ordered products in the event an export license is not granted for the ordered products. In such event, EXFO's sole responsibility shall be to cancel the order without other liability, penalty or charges.</p> <p>The following documents shall be an integral part of this quotation and shall apply to the order of the products included in this quotation:</p> <ol style="list-style-type: none"><li>1. Attachment A end-user statement for temporary export license and/or end-user statement for export license</li><li>2. Attachment B: Homeland Security General Terms and Conditions</li></ol> <p>In the event of any ambiguity, conflict or inconsistency between the terms of Quotation Specific Terms &amp; Conditions and the terms of Attachment B: Homeland Security General Terms and Conditions, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"><li>1. Quotation Specific Terms &amp; Condition</li><li>2. Attachment B: Homeland Security General Terms and Conditions</li></ol> <p>This quotation includes the complete terms and conditions of sale of the products included in this quotation. By ordering the products included in this quotation, Customer hereby agrees to be bound by the terms and conditions provided herein. EXFO shall not be bound by, any other terms or conditions additional to or different from those set out herein that may appear in Customer's purchase order or other documents or communications from Customer, unless such additional or different terms or conditions are expressly accepted by EXFO in a written instrument signed by an authorized representative of EXFO.</p>
Travel Fees:	Not Included

PLEASE EMAIL ([HS.orders@exfo.com](mailto:HS.orders@exfo.com))

YOUR PURCHASE REFERENCING YOUR QUOTATION NO. [MP-US-2507-100888-1-1](#)



(To be printed on a paper with end user's logo)

End user's letterhead

Date

**END USER STATEMENT**

We undersigned hereby state that the following commodities:  
(description of the goods; identify by type or reference to order / shipment)

are purchased from EXFO  
for following end use: (identify the end use)

for and following end user: (Name of the using organization and contact details (address, website, phone number))

and that under any circumstances they will not be re-exported, whole or in part,  
against the export control regulations of any related country of origin.

Signature with a stamp \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Original copy needs to be scanned to [HS.Order@exfo.com](mailto:HS.Order@exfo.com) and shipped to EXFO Oy/Logistics,  
Elektroniikkatie 2, 90590 Oulu, FINLAND)

## Attachment B: Homeland Security General Terms and Conditions

These Homeland Security General Terms and Conditions ("HS T&C's") apply to Customer's purchases (whether from EXFO or from EXFO channel partners, distributors, resellers or other third-party sales agents) of EXFO's Homeland Security solutions which include equipment ("Hardware Product(s)"), software ("Software") and services ("Services") (collectively "Products"), unless Customer has a separate written agreement with EXFO that expressly applies to Customer's purchase of such Products, and, when applicable, constitute the entire contract between the Customer and EXFO ("Agreement"). "EXFO" means the direct or indirect affiliate or subsidiary of EXFO Inc. named on an EXFO quotation, order confirmation, invoice or other sales documents. "Customer" means the entity that places an order for Products with EXFO. The Agreement may not be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement duly signed by both Customer and EXFO. Customer's acceptance of this Agreement in its entirety is expressed by ordering, accepting delivery, keeping, or using the Products or any other act or expression of acceptance by Customer.

### 1. ORDERS

- 1.1 All Customer purchase orders ("PO") are subject to written acceptance by EXFO by the issue of a Sales Acknowledgement, even if the PO is received elsewhere by a salesperson, sales agent or representative.
- 1.2 Customer's PO must be placed to EXFO in writing (e-mail, or letter) in English to the EXFO company defined in the quotation/agreement. EXFO shall send an acknowledgement at the later of (i) one week from the date that the order is received; and (ii) upon confirmation that export approval is granted by the concerned authorities.
- 1.3 EXFO, at its sole discretion, reserves the right to reschedule, as a whole or in part, any delivery and any invoicing.
- 1.4 All requests by Customer to modify, cancel or reschedule an order are subject to acceptance by EXFO. EXFO reserves the right to apply cancellation or restocking charges.
- 1.5 All requests to consolidate several POs are subject to acceptance by EXFO and must be made at least fifteen (15) business days before the first scheduled shipping date.
- 1.6 All requests to amend, supplement or replace this Agreement by Customer must be made within forty-eight (48) hours after the date of the Sales Acknowledgement issued by EXFO. Otherwise, Customer's acceptance of this Agreement in its entirety is automatically expressed by ordering the Products.

### 2. PAYMENT TERMS

EXFO prefers payment by wire transfers. Unless otherwise specified by EXFO, payments are due net thirty (30) calendar days from the date of the invoice for established accounts and subject to credit approval. Payments must be made to the bank account indicated on the invoice.

### 3. INVOICING

The invoicing company of EXFO is defined in the quotation. Invoices are established in one of the following currencies: ~~EUR, USD, GBP or CAD~~, unless the parties otherwise agree in writing. Payments must be made following the instructions and, in the currency indicated on the invoice. ~~Overdue payments are subject to a late payment charge, calculated and compounded monthly, and calculated at an annual rate of twenty four percent (24%). If the amount of the late payment charge exceeds the maximum permitted by law, the charge will be reduced to that maximum amount. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the good under the contract; (2) the date the performance of the services under the contract is completed; or (3) the date the customer receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid in accordance with Texas Government Code Section 2251.025. More specifically, the interest rate that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.~~

## Attachment B: Homeland Security General Terms and Conditions

### 4. DELIVERY

4.1 Unless otherwise stated in the quotation, the deliveries of Products will be under FCA, Oulu (Incoterms 2020). VAT, sales, use, excise, or similar taxes are not included. Consequently, these taxes may be added to the prices stated herein. If the shipping instructions are not provided by Customer to EXFO at the latest five (5) business days before the scheduled shipping date mentioned in the Sales Acknowledgement, EXFO shall: i) have the sole discretion with respect to mode of transportation routing and any other matters related to transportation of Products. All costs incurred by EXFO associated with the transportation of Products to Customer, including the custom brokerage fees and custom duties, will be invoiced to Customer by EXFO; or ii) delay the delivery. If Customer wishes that another Incoterm be applied to the sale, such other Incoterm shall need to be agreed in writing by EXFO prior to shipment.

4.2 EXFO will make every reasonable effort to meet Customer's delivery requirements. Scheduled delivery and shipping dates are estimated and not guaranteed. EXFO shall not be liable for late delivery or non-delivery due to any reason.

### 5. INSTALLATION & ACCEPTANCE

5.1 **Acceptance of Software and Hardware Product.** The Software and the Hardware Product shall be deemed accepted upon shipment by EXFO, unless otherwise agreed by the parties in writing. Notwithstanding anything else to the contrary herein or otherwise agreed by the parties in writing, the Software and the Hardware Product shall also be deemed accepted immediately if (i) Customer starts using the Software or the Hardware Product in a live environment; or (ii) upon fourteen (14) days from Customer reception of the Products if Customer has not informed EXFO in writing of a valid motive for rejecting the Products, unless there is a longer acceptance period agreed in writing by both parties.

5.2 **Acceptance of Services.** Services shall be deemed accepted upon their completion and will not require other acceptance mechanism/criteria, unless otherwise agreed in writing by the parties.

5.3 EXFO shall assign personnel of appropriate skills, qualification and experience to perform the Services. The Services dates shall be agreed in writing by the Parties. Unless otherwise provided in writing and agreed by the parties, in no event shall the Services completion dates be later than ninety (90) days following shipping of the Hardware and/or the licensed Software Product. In the event EXFO cannot perform the Services within such delay because of Customer's default, namely but not limited to Customer's failure to provide access to Customer's site and/or to provide an appropriate site, then the Services rendered up to that date shall be deemed accepted by Customer and EXFO shall issue an invoice for payment of the rendered Services, the Hardware Product, the Software and the EXFO Support Program, as applicable. In addition, Customer shall support any additional costs incurred by EXFO resulting of EXFO's incapacity to perform the Services due to Customer's default.

### 6. WARRANTIES AND DISCLAIMER OF WARRANTIES

6.1 Initial warranty is, depending on the Product purchased, for a period of fifteen (15) months from the date of shipment (the "Warranty Period") unless otherwise indicated on the quotation.

6.2 During the Warranty Period, Products are warranted under normal use: i) to be free from any defect in design, material and workmanship; ii) to conform to applicable specifications and approved samples; and iii) to be fit and sufficient for the intended purpose.

## Attachment B: Homeland Security General Terms and Conditions

6.3 EXFO warranty covers support services and software updates to Customer, where support service means service for questions where engineer expertise is needed. Support includes helpdesk service for routine questions on the installation and the functionality of the Product. Software update means any upgrades, enhancements, changes, revisions, and modifications to the functionality of the Software performed by EXFO. EXFO shall not be responsible for correcting any alleged error if the Customer fails to incorporate the latest available version of the Product. EXFO warranty does not entitle the Customer to receive current or future optional features of the Product, which are not part of the Software. These optional features can be purchased separately, and the EXFO warranty can be extended to cover these options with an additional fee.

6.4 The Customer shall notify EXFO of the identified software and hardware errors in writing in English. The written notice, which is sent by email to EXFO Homeland Security Support service at [govsupport@EXFO.com](mailto:govsupport@EXFO.com), (service available during normal office hours [EET]). The notice shall include the following information: Customer contact information, Software registration number and/or Hardware Product ID/serial number, and description of an issue. EXFO shall contact the Customer and inform them of the schedule for correction. The correction will be a modification of configuration or a software update. EXFO shall use its commercially reasonable efforts to remedy any defect or correct any error reported in accordance with the procedure mentioned above. The Customer undertakes to supply all relevant information requested by EXFO that is necessary to solve the reported error. EXFO cannot be held responsible for not solving such an error in cases where insufficient information or material is provided by the Customer.

6.5 When under warranty, EXFO reserves the right not to cover additional performance verification and equipment or parts damaged subjected to negligence, incoming power problems, caused because of driver or pilot error or that are not used as per the user manual. Consumable parts such as batteries are excluded from all extended warranty packages.

6.6 EXFO will repair or replace, free of charge, any Product proven to be defective within the Initial Warranty Period. EXFO will cover the shipping costs, including insurance, for both delivery to EXFO and return to the Customer. However, if it is determined that the Product was damaged due to misuse or failure to follow the provided instructions, EXFO reserves the right to charge the Customer for the associated shipping expenses.

6.7 Any claims on shipping errors, missing items or dead-on-arrival must be submitted in writing to EXFO within thirty (30) days of delivery. In case of shipping errors or dead-on-arrival claims, EXFO, at its discretion, can authorize a return and immediate replacement. In such event, Customer will have forty-five (45) calendar days to return the faulty product to EXFO. If the product is not returned within such period, EXFO will, without further notice, invoice Customer for the replacement product at current list price.

6.8 The warranties stated herein are exclusive and in lieu of all other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose.

6.9 Customer may purchase extended warranties that include the same advantages of the initial warranty. Extended warranties are subject to the full payment of the applicable fees published by EXFO or as set forth in the applicable quotation.

6.10 Any Product, or its subpart, repaired or replaced, is warranted for ninety (90) days, or, if applicable, for the period remaining in the original Warranty Period or extended warranty period of the Product, whichever is longer.

## 7. SERVICES

## Attachment B: Homeland Security General Terms and Conditions

- 7.1 For Services requests, EXFO's Technical Support will determine the type of services required. If the Product must be sent to an authorized EXFO service center, EXFO will issue a Return Merchandise Authorization ("RMA") with instructions. EXFO reserves the right to modify the content of the RMA after evaluation of the Product at the EXFO service center. At its sole discretion, EXFO reserves the right to charge an evaluation fee to Customer for Products not covered by a warranty or after expiration of the Warranty Period.
- 7.2 Any Services provided to Customer not covered by a warranty are at Customer's sole risk and expense, including all shipping costs and insurance.
- 7.3 Repair Services, whether performed within the Warranty Period or outside warranty, does not include calibration, unless required to complete the repair service.
- 7.4 Should the Services require the presence of EXFO's technical personnel at a Customer's site, for Products not covered by a warranty or after expiration of the Warranty Period, Customer will be responsible for all expenses, including but not limited to, parts, labor at the current hourly rate, travel and sustenance, unless otherwise stated by EXFO in writing. Customer will provide EXFO's technical personnel with a suitable work environment and full and immediate access to the Product, being understood that any wait times will be billed to Customer.
- 7.5 Caution: Only EXFO's trained personnel may open the case of a unit, as permanent damage to the unit may occur. All EXFO warranties will immediately become null and void if i) any unauthorized third party opens an instrument case, removes the warranty sticker from across the seam of the case or removes any of the case screws; ii) the Product serial number is altered, erased or removed; iii) the hardware or software is altered; or iv) units are not installed as per manufacturer's instructions or applicable security standards.
- 7.6 Additional support services may be purchased by Customer and are subject to separate terms and conditions and to the full payment of the applicable fees published by EXFO or as set forth in the applicable quotation.

## 8. SOFTWARE

The EXFO license for Homeland Security products covers the Software, including related documentation licensed by the Customer for use only under the following terms. Software is provided under license and is subject to the following license agreement:

- 8.1 Subject to the payment of the license fee by the Customer to EXFO, EXFO grants to the Customer a non-exclusive, non-sublicensable and non-transferable right to use the Software, in object code form only, granted solely for Customer's internal operations and solely on the designated Hardware Product.
- 8.2 Customer shall not:
  - 8.2.1 sell, assign, lease, rent, license, disclose, give or otherwise transfer the Software or any copy of the Software or part of the Software;
  - 8.2.2 use the Software or a part of it as a general SQL server, as a standalone application or with applications other than EXFO applications, or applications delivered by EXFO, under this license;
  - 8.2.3 copy the Software or cause any permanent or temporary reproduction, modification, adaptation or make any derivative works of the Software in part or in whole, except to the extent applicable laws specifically and compulsorily prohibit such restriction.

## Attachment B: Homeland Security General Terms and Conditions

- 8.3 As between EXFO and Customer, Customer shall have sole control over and responsibility for the use of the Software in connection with the business of the Customer.
- 8.4 Any and all copyright, patents, trade secrets, confidential information and other rights and title, including intellectual property rights in and to the Software and other documentation, whether registered or unregistered, are and shall remain the sole property of EXFO. The Customer also agrees that it shall neither cause nor permit the disassembly, decompilation, reverse engineering or other such process to discover the source code, telecom equipment manufacturer proprietary information, ideas or structure of the Software or any attempt thereof, for any purpose, including error correction, except to the extent applicable laws specifically and compulsorily prohibit such restriction.
- 8.5 EXFO reserves any and all rights not expressly granted to the Customer.
- 8.6 The use of the Software may be subject to a third-party software or any parts thereof. In this respect Customer may be required to download or otherwise obtain the appropriate software from the third party. The Customer is responsible for obtaining the third-party software and for the costs, if any, related therein. Customer shall comply with all the terms of the third-party software license agreement provided by the third party.
- 8.7 The software and documentation are provided "as is" without other warranties unless expressly stated by EXFO. EXFO expressly disclaims all implied warranties, including but not limited to implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. EXFO expressly disclaims any warranty, responsibility or liability with regard to the third-party software, including the downloading and installation of the third-party software.
- 8.8 The customer is responsible for ensuring that all use of software fully complies with local laws.
- 8.9 The right to use the Software and documentation shall automatically terminate immediately if any provision or obligation of this license is breached as a result of any act or failure to act on the part of the Customer. Upon termination, the Customer shall immediately discontinue all use of the Software and erase such from all computer memory and data storage apparatus under the control of or used by the Customer.
- 8.10 EXFO shall have the absolute right to limit, revoke, terminate or cancel the Customer's right to use the Software upon the breach of any term of this license without any notice. The Customer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by EXFO in exercising any of its rights or remedies.
- 8.11 U.S. Government Restricted Rights. The Software including documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the Software, including documentation, shall be subject to the license and license restrictions set forth in this agreement, and, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software – Restricted Rights (June 1987).

## 9. HIGH RISK ACTIVITIES

- 9.1 The Products are not fault-tolerant and not designed, manufactured, certified, or intended for use or resale in hazardous environments that require fail-safe performance such as, but not limited to, the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, life support, weapons systems or airborne solutions of any kind (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. EXFO EXPRESSLY DISCLAIMS ANY WARRANTY OR FITNESS FOR HIGH RISK ACTIVITIES.

## Attachment B: Homeland Security General Terms and Conditions

9.2 **To the extent allowed by Texas law**, Customer agrees to indemnify, defend and hold EXFO, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in connection with the Customer's use of the Product for High Risk Activities.

### 10. LIMITED LIABILITY

10.1 ANY LIABILITY OF EXFO FOR ANY LOSS, DAMAGE, OR COST UNDER THESE HS T&C's SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER BUT IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EXFO HEREUNDER EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO EXFO HEREUNDER FOR THE PRODUCTS PURCHASED RESPONSIBLE FOR SUCH DIRECT DAMAGES.

10.2 To the maximum extent permitted by the applicable law, in no event shall EXFO be liable for any special, indirect, incidental or consequential damages, under any legal doctrine. This shall include loss of data, loss of use and/or profits, business interruption or downtime costs, capital costs or claim of third parties, whether caused by defects, performances, non-performances, delays, personal injuries, property damages or otherwise, regardless whether EXFO has been advised of the possibility of such damages and whether the stated remedies have failed of their essential purpose.

10.3 THE CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO CUSTOMER OR CUSTOMER'S PERSONNEL OR OTHERS OR TO CUSTOMER'S OR OTHERS PROPERTY ARISING OUT OF INSTALLATION, USE OR POSSESSION OF THE PRODUCTS.

### 11. CONFIDENTIALITY

All information (whether written, visual, oral or stored in any computer or other electronic magnetic or optical storage system) relating to the operation and activities of EXFO, and all technical information related to the Products and Software shall be deemed "Confidential Information", including, but not limited to, any EXFO product, their appearance, form factor, operation and specifications together with all data, notes, analyses, compilations, forecasts, reports, studies, and interpretations. The term "Confidential Information" shall not include such portions of the Confidential Information which (i) are rightfully in Customer's possession before receipt from EXFO; (ii) are or become a matter of public knowledge other than as a result of disclosure hereunder; (iii) are rightfully received by Customer from a third party who has no duty of confidentiality; or (iv) are independently developed by Customer without use of EXFO's Confidential Information. Customer agrees not to disclose, use, communicate, reveal nor make available to any person whomsoever in any manner whatsoever, any Confidential Information other than for performing its obligations or exercising its rights under this Agreement. Furthermore, Customer shall only furnish and provide access to Confidential Information to those of its employees who need to know the Confidential Information for performing Customer's obligations or exercising Customer's rights under this Agreement and who agree to receive the Confidential Information under terms at least as restrictive as those specified in this Agreement. Customer shall be responsible for the use of the Confidential Information by its employees. **To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software or hardware, or any part thereof, or other items or data furnished to Customer whether or not the same are available to the public. It is further understood that Customer, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the Customer, its officers and employees shall have no liability or obligations to EXFO for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to Customer by EXFO in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.**

### 12. GRAY MARKET

EXFO at its discretion, may decide not to honor warranty, install, maintain, repair, calibrate, provide technical support nor make any support contracts available for gray market products. Please refer to EXFO's Policy Regarding Gray Market Products located at <https://www.exfo.com/en/how-to-buy/sales-terms-conditions/gray-market/>.

## Attachment B: Homeland Security General Terms and Conditions

### 13. ASSIGNMENT

Customer may not assign or transfer the rights or obligations of these HS T&C's without the prior express written consent of EXFO. Such consent will be at the sole discretion of EXFO. Any attempted assignment without such consent shall be void and without effect. If EXFO grants its consent to any assignment or transfer or where applicable change of username, the assignee, transferee or other new user must obtain a new user name and password from EXFO prior to exercising any rights under this Agreement. Consent by EXFO to any assignment, transfer or change in username shall not be deemed a consent to any subsequent assignment, transfer or change of user name.

### 14. EXPORTATION

EXFO Products may be subject to export restrictions. Customer undertakes to comply with all applicable international and national laws, including the U.S. Export Administration Regulations, as well as the end-user and destination restrictions issued by the governments of EU, U.S., Canada, Finland and other countries. As such, if requested by an Export Control Administration, Customer will promptly provide to EXFO an end-user statement certifying the name and address of the end-user, the final destination and the end-use of the Products. Customer agrees that neither it nor its subsidiaries or affiliates will directly or indirectly export, re-export, transfer, release or cause to be exported or re-exported (herein referred to as "Export") any Product to any destination or entity prohibited or restricted under EU, U.S., Canadian or Finnish laws including but not limited to embargoed or sanctioned countries, entities or nationals thereof, unless it shall prior to export, obtain an authorization from the applicable government agency either in writing or as provided by applicable regulation. Customer also agrees to comply with all trade laws applicable in other country jurisdictions as they pertain to import, use, export or distribute the Products.

### 15. SPECIFIC PRODUCT TERMS

15.1 EXFO F10 (hereinafter "F10 Product") includes certain operation modes that may prevent mobile phones that are being used by any third party in the operating zone of F10 Product to make emergency calls (112 or E911). Such operating zone can vary typically up to 800 meters and more depending on the case. This is related especially to those mobile phones categorized in F10 Product for "catch and hold" type of operation based on filtering by the mobile equipment or SIM card identity. Due to this feature of F10 Product EXFO cannot guarantee that a third-party user can make emergency calls with his or her mobile phone when F10 Product is used in the same operating zone. EXFO EXPRESSLY DISCLAIMS ANY WARRANTY, RESPONSIBILITY OR LIABILITY WITH REGARD TO THE ABOVEMENTIONED F10 PRODUCT FEATURES THAT MAY PREVENT EMERGENCY CALLS.

15.2 EXFO SkyHawk Defender and EXFO SkyHawk Blocker products (hereinafter "SkyHawk Product") includes certain operation modes that may prevent mobile phones that are being used by any third party in the operating zone of SkyHawk Product to make emergency calls (112 or E911). Such operating zone can vary typically up to 1500 meters and more depending on the case. This is related especially to those mobile phones operating on 2,4GHz or 5,8 GHz frequency bands, especially with WiFi connection. Due to this feature of SkyHawk Product EXFO cannot guarantee that a third-party user can make emergency calls with his or her mobile phone when SkyHawk Product is used in the same operating zone. EXFO EXPRESSLY DISCLAIMS ANY WARRANTY, RESPONSIBILITY OR LIABILITY WITH REGARD TO THE ABOVEMENTIONED SKYHAWK PRODUCT FEATURES THAT MAY PREVENT EMERGENCY CALLS.

### 16. PRIVACY NOTICE

EXFO is committed to protecting the privacy and security of Customer's personal information. Please refer to the Privacy Notice ("Privacy Notice"), which describes how and why EXFO collects and uses information about identified or identifiable individuals, in accordance with applicable data protection and privacy laws, applicable

## Attachment B: Homeland Security General Terms and Conditions

when (i) Customer orders or inquires about EXFO Products solutions or services; and (ii) EXFO quotes, accepts purchase orders, sends order acknowledgments, invoices, sells, licenses or delivers Products, solutions or services to Customer.

- 16.1 The personal data EXFO may collect, process and use include Customer name, title, company name, mailing address, e-mail address, telephone number. EXFO will also keep the details of transactions and orders, Customer history of correspondence with us, quote requests or inquiries or when Customer contact EXFO's customer service or technical support.
- 16.2 EXFO needs to keep and process information about Customers for normal business relationship purposes. We will keep and use it to enable us to run the business and manage our relationship with you effectively, lawfully and appropriately, this includes using information to enable us to (i) perform a contractual obligation; (ii) comply with any legal requirements; and (iii) pursue the legitimate business interests of EXFO. We will never process Customer personal data where these interests are overridden by Customer's own interests and fundamental rights. Some of the above listed grounds for processing will overlap and there may be several grounds which justify our use of Customer personal data. Specifically, the personal data we collect from Customer and about Customer is needed to: (a) Fulfil our contractual obligations with Customers and generally provide Customers with our products, solutions and services; and (b) Carry out any other activity which is compatible with the purpose for which the information was collected, as permitted by applicable law.
- 16.3 We neither loan nor sell Customer personal data to anyone. We may occasionally contact Customer by e-mail, mail or telephone to provide Customers with information about products and services that may be of interest.
- 16.4 EXFO will only retain Customer personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of Customer personal data, the purposes for which we process Customer personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances we may anonymize Customer personal data so that it can no longer be associated with a Customer, in which case we may use such information without further notice to Customer.
- 16.5 The files containing Customer personal data will be stored at EXFO's servers, located in Finland, in the European Union, behind EXFO's firewalls and not contained in the cloud. By ordering or inquiring about the EXFO products, solutions and services or otherwise providing personal data to us, Customer consents to the processing and transfer of such personal data in the European Union, in the manner and for the purposes described in this Privacy Notice.
- 16.6 Customer has the right, exercisable at any time, to information regarding the processing and use of Customer's personal data as well as the right to have this data updated, corrected or deleted. We may retain certain information as required by law or as necessary for our legitimate business purposes. Unless otherwise indicated, the controller of your personal data is EXFO Oy, Elektroniikkatie 2, 90590 Oulu, Finland.
- 16.7 If Customers have any questions about this Privacy Notice or a complaint, please contact us at [govsales@exfo.com](mailto:govsales@exfo.com) and we will answer your questions or look into your complaint and work with you to resolve the matter.

## 17. ENTIRE AGREEMENT

## Attachment B: Homeland Security General Terms and Conditions

These HS T&C's, EXFO quotation and where applicable, and any other terms mutually agreed by the parties in writing, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede (i) all prior agreements, oral or written; (ii) any conflicting terms in Customer's purchase order or EXFO's invoice; and (iii) all other communications relating thereto. All Sections that by their sense and context are intended to survive the execution, delivery, performance and termination of this Agreement, will survive and continue in effect. In the event of any ambiguity, conflict or inconsistency between the terms of these HS T&C's and the terms of Quotation Specific Terms&Conditions, the inconsistency shall be resolved by giving precedence in the following order: (1) Quotation Specific Terms & Conditions; and (2) these HS T&Cs.

### 18. URLs

Any reference to information contained in an URL form an integral part of this agreement and Customer hereby confirms that it has access to the Internet and confirms that prior to entering into this agreement it has read and agrees with the terms and conditions set out in those documents.

### 19. FORCE MAJEURE

Neither party will have any liability for delay or non-delivery in the performance of its obligations under this Agreement when attributed to Acts of God, pandemic, superior force, and compliance in good faith with any applicable legislation or governmental regulation, or any other cause beyond reasonable control of such party.

### 20. HEADINGS

The headings used herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

### 21. GOVERNING LAW

~~These HS T&Cs shall be interpreted and governed in accordance with the laws of the Province of Quebec, Canada, and the laws of Canada applicable therein, without regard to its rules of conflict of laws, except for the reference to the applicable Incoterm, which incorporates to this document all the present rules of the International Chamber of Commerce pertaining to the 2020 Incoterms. This Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of Texas for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in Smith County, Texas.~~

### 22. STATE OF TEXAS ADDENDUM:

Pursuant to Section 2271.002, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Tex. Gov't. Code 2271.002. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code. Tex. Gov't. Code 2252.152. EXFO verifies that: (I) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, shall promptly notify Customer. EXFO represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, shall promptly notify Customer.

7

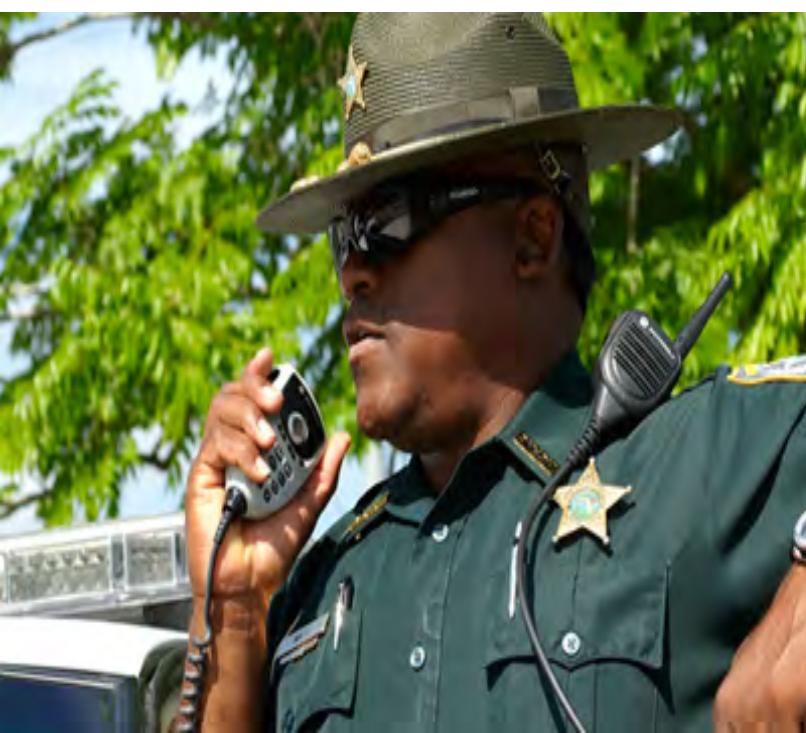
**SMITH COUNTY COMMISSIONERS COURT**  
**AGENDA ITEM REQUEST FORM**

Submission Date:	12/18/25	Submitted by:	Don Bell
Meeting Date:	12/30/25	Department:	
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Motorola Spillman / Command Aware / CAPE Contracts			
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <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       </div>			
<b>Agenda Wording:</b> Consider and take necessary action to approve the following contracts with Motorola Solutions under the HGAC and Texas DIR Cooperative Contract in the amount of \$402,060.37 and authorize the County Judge to sign all necessary documentation. (A) Spillman FLEX Subscription Software in the amount of \$344,159.37 under HGAC Contract RA05-21 (B) Command Aware SaaS (Software) in the amount of \$44,187.50 under Texas DIR Contract DIR-CPO-5433 (C) CAPE Drone Software in the amount of \$13,714.00 under Texas DIR Contract DIR-CPO-5433			
<b>Background:</b> This is for the conversion of the Spillman licensing to a subscription based model that will include additional features at no additional costs that the Sheriff's Office requires. The Spillman software remains on premise. The Command Aware software is currently in place in a trial version and being used by the Sheriff's Office and used for situational awareness with multiple agencies. The CAPE Software is the new version of the DRONE Software that works with Spillman. All of these products collectively work with Spillman Subscription and are required.			
<b>Financial and Operational Impact:</b> The items are budgeted for and approved by Commissioners Court. The recurring costs for year 2 are as follows: 1. Spillman FLEX Recurring starting year 2 = \$195,225.83 Command Aware Recurring Annual starting year 2 = \$44,187.50 CAPE Annual Recurring - \$10,764.00 The first year total cost is \$402,060.37 however the 911 District is contributing \$125,000 to this for a total of \$277,060.37.			
<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>			
Name:	Don Bell		
Name:	Email: dbell@smith-county.com		
Name:	Rhonda Laney		
Name:	Email: rlaney@smith-county.com		
Name:			
Name:			

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 Tuesday at 5:00pm a 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.

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

**SUBMIT**



## Smith County Sheriffs Office

Smith County CC Aware

11/10/2025

11/10/2025

Smith County Sheriffs Office  
1001 ESE LOOP 323#410  
C/O SMITH COUNTY 911 DISTRICT  
TYLER, TX 75701

RE: Motorola Quote for Smith County CC Aware

Dear Jimmy Jackson,

Motorola Solutions is pleased to present Smith County Sheriffs Office with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Smith County Sheriffs Office with the best products and services available in the communications industry. Please direct any questions to Emily Dean at [emily.dean@motorolasolutions.com](mailto:emily.dean@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Emily Dean  
Sr Software Account Manager

Billing Address:  
 TROUP, CITY OF  
 1001 ESE LOOP 323#410  
 C/O SMITH COUNTY 911  
 DISTRICT  
 TYLER, TX 75701  
 US

Quote Date:11/10/2025  
 Expiration Date:12/15/2025  
 Quote Created By:  
 Emily Dean  
 Sr Software Account Manager  
 emily.dean@  
 motorolasolutions.com  
 469-887-0569

End Customer:  
 Smith County Sheriffs Office  
 Jimmy Jackson  
 JJackson2@smith-county.com  
 Contract: 39000 - DIR-CPO-5433

Payment Terms:30 NET

## Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
CommandCentral Aware									
1	ISV00S03203A	0079	AWARE ADDITIONAL DELIVERY SERVICES	1		\$14,656.00	100.0%	\$0.00	\$0.00
2	PSV00S04093A	0612	MOBILE VIDEO TELEMETRY	1		\$0.00	0.0%	\$0.00	\$0.00
3	SSV00S04180A	0612	AWARE PLUS	1	5 YEAR	\$225,500.00	2.02%	\$220,937.50	\$220,937.50
4	SSV00S04249A	0612	AWARE VIDEO DEVICES	25	5 YEAR	\$0.00	0.0%	\$0.00	\$0.00
5	PSV00S04092A	0612	INTEGRATION: MOBILE VIDEO STREAMING TO COMMANDCENTRAL AWARE	1		\$0.00	0.0%	\$0.00	\$0.00
6	SSV00S04248A	0612	SOFTWARE,AWARE LOCATION DEVICES	1500	5 YEAR	\$0.00	0.0%	\$0.00	\$0.00
7	PSV00S04103A	0612	INTEGRATION: WAVE TO COMMANDCENTRAL AWARE	1		\$0.00	0.0%	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
8	PSV00S04090A	0612	INTEGRATION: CC DIRECT STREAMING FROM COMMANDCENTRAL AWARE	1		\$0.00	0.0%	\$0.00	\$0.00
9	PSV00S04085A	0612	INTEGRATION: CAPE STREAMING TO COMMANDCENTRAL AWARE	1		\$0.00	0.0%	\$0.00	\$0.00
10	PSV00S04095A	0612	INTEGRATION: MOTOROLA SOLUTIONS IMW TO COMMANDCENTRAL AWARE	1		\$0.00	0.0%	\$0.00	\$0.00
11	SSV00S05155A	0696	COMMANDCENTRAL DEMS STARTER SERVICE	1	5 YEAR	\$0.00	0.0%	\$0.00	\$0.00
12	SSV00S04079A	0612	INTEGRATION: MCC7500E TO AND FROM COMMANDCENTRAL AWARE	1	5 YEAR	\$0.00	0.0%	\$0.00	\$0.00
13	PSV00S04182A	0250	CC AWARE 8 HOURS VIRTUAL TRAINING	1		\$0.00	0.0%	\$0.00	\$0.00
14	ISV00S05537A	9857	AWARE ADDITIONAL DELIVERY SERVICES (SAAS)	1		\$33,940.00	100.0%	\$0.00	\$0.00

**Grand Total**
**\$220,937.50(USD)**
**Pricing Metric :**

 Price is indicative of the following -  
 of Video Devices - 25  
 of Location Devices - 1500


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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Pricing Summary

	Payment Term	Upfront Sale Price	
<b>Upfront Costs*</b>			
		\$0.00	
<b>Upfront Subscription Fee</b>			
CommandCentral Aware	Annually	\$44,187.50	
<b>Sub Total:</b>		<b>\$44,187.50</b>	
	Payment Term	Sale Price	Annual Sale Price
<b>Year 2 Subscription Fee</b>			
CommandCentral Aware	Annually	\$44,187.50	\$44,187.50
<b>Year 3 Subscription Fee</b>			
CommandCentral Aware	Annually	\$44,187.50	\$44,187.50
<b>Year 4 Subscription Fee</b>			
CommandCentral Aware	Annually	\$44,187.50	\$44,187.50
<b>Year 5 Subscription Fee</b>			
CommandCentral Aware	Annually	\$44,187.50	\$44,187.50
<b>Sub Total:</b>		<b>\$176,750.00</b>	
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>			
		<b>\$220,937.50</b>	

\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

### Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

- 1. Online Terms Acknowledgement.** The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.
- 2. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- 3. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will 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. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
- 4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of \_\_\_\_\_.**
- 5. Purchase Order Requirements (Customer check one only)**  
 Purchase Order is issued and attached.  
 No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.
- 6. Ship to, bill to and Ultimate Destination addresses are provided on the quote, attached to this letter or included on the Purchase Order.**

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## CommandCentral Aware Plus Offer Solution Description

### Overview

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Plus offering of CommandCentral Aware provides a map-based and list view of calls from VESTA® 9-1-1 and VESTA® NXT, incidents and units from CommandCentral, PremierOne or Flex computer-aided dispatch (CAD), locations from broadband and LMR radios, LRP hot hits, cameras location and panic alerts from Rave Mobile Safety, and ingests third-party data such as gunshot detection alerts from ShotSpotter. The offer includes device location and details from V300 and V700 body-worn cameras, 4RE and M500 in-car video systems, CAPE-equipped drones, license plate recognition (LPR) camera locations sourced from Vigilant VehicleManager, cameras registered in CommandCentral Community, compatible APX radios and smartphone applications. Devices can also send status information, such as from a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert.

The Plus offer allows you to consolidate and view Motorola Solutions and third-party video management systems for an increased range of options for streaming, as well as connect to camera feeds in your community, to bring more real-time video feeds into your command center. This helps intelligence analysts in the command center gain valuable visibility to the field, quickly identify emergency situations and provide remote supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

### Solution Elements

CommandCentral Aware consists of a series of core functional modules and integrated systems that power the solution. The CommandCentral Aware Plus offer includes the following:

#### **Modules:**



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- Esri-based unified map
- Configurable event monitor
- Workflow automation rules engine
- Integrated video module

**Integrations:**

- Radio Location, Detail and Status
  - APX Next, XN, XE and N70 Radios
  - APX Portable and mobile radios
  - MOTOTRBO Portable and Mobile Radios
  - Broadband Vehicle Modems
- Smartphone App Location, Detail and Status
  - WAVE Broadband Push-to-Talk
  - CommandCentral Responder
- Body-Worn, In-Car and Drone Camera Location and Detail
  - V300 and V700 Body-Worn Cameras
  - 4RE and M500 In-Car Camera System
  - CAPE-Equipped Drones
- LPR Camera Location, Detail and Hot Hit Alerts
  - Vigilant VehicleManager
- CAD Incident and CAD-Provided Unit Location, Detail and Status
  - PremierOne CAD
  - Flex CAD
  - CommandCentral CAD
- Community and Business Registered Cameras on the Map
  - CommandCentral Community
  - Rave Facility
- Panic Button and Tip Location and Details\*
  - CommandCentral Community
  - Rave Panic Button



- 9-1-1 Call Location and Details
  - VESTA 9-1-1, VESTA NXT and RapidSOS
- Fixed Video Location, Detail and Livestreaming
  - Motorola Video Management Systems
  - Third Party Fixed Video Management Systems
  - Real Time Streaming Video (RTSP)
  - Edge Appliance
- Third-Party Event Integrations\*\* (e.g. Shotspotter)
- Documented Data Ingest API\*

\* Integration functionality dependent on third-party partner

\*\*Other third-party apps available depending on region

Cloud anchor server hardware and required software is also available, if not already present, to establish a connection between on-premises systems and the Motorola cloud hosting environment.

### **Modules included with the CommandCentral Aware Plus Offer**

The CommandCentral Aware Plus offer includes the following modules.

#### **Unified Map**

CommandCentral Aware offers a unified mapping interface, powered by Esri, to display resources, event locations and alerts overlaid on detailed base maps and customer specific GIS layers. Users can view all location-based data on the map display. The CommandCentral Aware map includes the following:

- Custom Map Layers – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Map Layers Panel – Show or hide event data and map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or Esri ArcGIS Pro.
- Traffic and Weather – Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans – Enhance your map view with the addition of indoor floor plans using ArcGIS Indoor Floor plan layers.



- Collaborative Drawing Tools – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest – Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management – From CommandCentral Admin, affiliate various resources such as radios and body worn cameras into units that can be named and intelligently tracked based on data from all affiliated resources.

### **Event Monitor**

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

### **Rules Engine**

The CommandCentral Aware rules engine allows users to create highly configurable rule sets to trigger actions based on the occurrence of events matching the rule criteria. For example, rows in the Event Monitor can be highlighted and audible alerts for critical events can be triggered. These visual or auditory triggers reduce the number of steps needed to support an incident. Rules are used to trigger scenarios. For example, if a panic button alert is received, Aware will pin and highlight the event in the Event Viewer, zoom and pan to the location on the map and play nearby cameras in the Video module.

### **Integrations**

The CommandCentral Aware Plus offer the following integrations:



## Radio Location, Detail and Status

### APX Next, XN, XE and N70 Radios

The CommandCentral Aware Plus offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.

### APX Portable and Mobile Radios

The CommandCentral Aware Plus offer comes with the ability to integrate with APX portable and mobile radios. APX radios can send device location, details and status over an ASTRO network for locationing of radios when Push-To-Talk (PTT) is activated on the device or cadence-based locationing through the ASTRO data network, which uses integrated voice and data. This data is available in CommandCentral Aware on the map and event monitor. Alerts can be triggered when the radio registers “person down” status at an angle with no movement, when the emergency button is pressed on the radio or when a vehicle equipped with APX radios experiences significant impact.

### APX Next, XN, XE and N70 Radios

The CommandCentral Aware Plus offer comes with the ability to integrate with APX radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked. Alerts can be triggered when the radio registers “person down” status at an angle



with no movement, when the emergency button is pressed on the radio or when a vehicle equipped with APX radios experiences significant impact.

### **MOTOTRBO Portable and Mobile Radios**

The CommandCentral Aware Plus offer comes with the ability to integrate with MOTOTRBO radios. With this integration, MOTOTRBO radios can send device location, details and status information to CommandCentral Aware.

### **Broadband Vehicle Modems**

The CommandCentral Aware Plus offer comes with the ability to integrate within-car broadband vehicle modems. These modems can send device location, details and status information to CommandCentral Aware. Examples include location via Sierra Wireless or Cradlepoint networks.

### **[Broadband Application Location, Detail and Status](#)**

### **WAVE PTX Broadband Push-to-Talk**

The CommandCentral Aware Plus offer comes with the ability to integrate with WAVE and Kodiak Broadband Push-to-Talk smartphone applications. With this integration, these smartphone applications can send device location, details and status information to CommandCentral Aware.

### **CommandCentral Responder**

The CommandCentral Aware Plus offer comes with the ability to integrate with the CommandCentral Responder smartphone application. With this integration, CommandCentral Responder can send device location, details and status information to CommandCentral Aware.

### **[Body-Worn, In-Car and Drone Camera](#)**



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## **4RE and M500 In-Car Video Systems**

The CommandCentral Aware Plus offer comes with the ability to integrate with M500 and 4RE in-car camera systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500 in-car camera systems in CommandCentral Aware, and administrators can add, edit or remove systems as needed. When in-car cameras are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, cabin, rear, panoramic and side (depending on camera model) views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous in-car camera livestreams.

## **V300 Body-Worn Cameras**

The CommandCentral Aware Plus offer comes with the ability to integrate with V300 body-worn cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

## **V700 Body-Worn Cameras**

The CommandCentral Aware Plus offer comes with the ability to integrate with LTE-enabled V700 body-worn cameras. This integration brings V700 location device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor without needing to be within range of WiFi.

## **CAPE-Equipped Drones**



The CommandCentral Aware Plus offer comes with the ability to integrate with CAPE-equipped drones. This integration brings in any active drone's location, device details and the livestream from a CAPE-equipped drone into CommandCentral Aware on the map and in the event monitor.

### **License Plate Recognition (LPR) Camera Location, Detail and Hot Hit Alerts**

#### **Vigilant VehicleManager**

The CommandCentral Aware Plus offer comes with the ability to integrate with Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list display on the map at the location of the camera that generated the scan. Hits also display in the event monitor and can trigger an alert. Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.

### **CAD Incident and CAD-Provided Unit Location, Detail and Status**

#### **CommandCentral, PremierOne or Flex Computer Aided Dispatch (CAD)**

The CommandCentral Aware Plus offer comes with the ability to integrate with CommandCentral CAD, PremierOne CAD and Flex CAD. This integration allows users to see incidents and details including incident type, location, narrative, priority and status on the map and event monitor. If Automatic Vehicle Location (AVL) status is reported through the CAD feed, the location of devices or units may also be displayed.

### **Community and Business Registered Cameras on the Registry Map**



## **CommandCentral Community**

The CommandCentral Aware Plus offer comes with the ability to display information and location of cameras registered in CommandCentral Community included in a map layer in CommandCentral Aware.

## **Rave Facility**

The CommandCentral Aware Plus offer comes with the ability to support business cameras registered in Rave Facility via a data layer in CommandCentral Aware.

## **Panic Button, Tip Location and Details**

### **CommandCentral Community**

The CommandCentral Aware Plus offer comes with the ability to display tip submission details from CommandCentral Community. Users can access critical details submitted by the user including incident type and multimedia attachments via a data layer in CommandCentral Aware.

### **Rave Mobile Safety Panic Button\***

The CommandCentral Aware Plus offer comes with the ability to integrate with Rave Mobile Safety Panic Button. When a panic alert is initiated, an alert will be mapped in CommandCentral Aware and populated into the event monitor. Users can access critical details submitted by the user including activator's profile, incident type and multimedia attachments.

\*Other third-party apps available depending on region.

## **9-1-1 Call Location and Details**

### **VESTA 9-1-1 and VESTA NXT**



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The CommandCentral Aware Plus offer comes with the ability to integrate with the VESTA 9-1-1 and VESTA NXT call handling system. When a 9-1-1 call or text comes into VESTA 9-1-1, the CommandCentral Aware map has the ability to plot, center, and zoom upon answer and call updates. For each call or text, Class of Service icons will display with an uncertainty radius. Additionally, if available, CommandCentral Aware will display enhanced location data from RapidSOS associated with a wireless call. 9-1-1 calls and text will also populate in the event monitor.

### **Fixed Video Location, Detail and Livestreaming**

The CommandCentral Aware Plus offer allows public safety agencies to expand their footprint of cameras by utilizing integrations with video management systems (VMS), real time streaming protocol (RTSP) connection and the Edge appliance.

### **Motorola Solutions Video Management Systems (Alta, Unity)**

The CommandCentral Aware Plus offer provides the ability to integrate with Motorola video management systems and video streaming platforms. Camera feeds from connected video management system(s) can be streamed in the CommandCentral Aware web video viewer.

- View up to 16 feeds at once from across systems.
- Playback recorded videos where available.
- Group cameras from across systems and open all livestreams available in a specific location.
- Ingest video analytic alerts from compatible VMS as events. View camera locations and simultaneously open cameras nearby to an event. Apply user permissions by camera groups to control who can view video streams, review historical footage, clip, snapshot and export.
- For Pan-Tilt-Zoom (PTZ)-enabled cameras, you can remotely control the PTZ. Access to PTZ features is only available for the surveillance systems and cameras that are configured and that support recorded content and PTZ.
- Share video clips and snapshots via embedded email sharing from within CommandCentral Aware.
- Video storage is provided by the integrated video management systems (VMS).

### **Third-Party Fixed Video Management Systems**



The CommandCentral Aware Plus offer comes with the ability to integrate with select third-party video management systems (VMS). Camera feeds from connected video management system(s) are able to be streamed in the CommandCentral Aware video viewer.

- View up to 16 feeds at once from across systems.
- Playback recorded videos where available.
- Clip or snapshot video footage to share or save as evidence.
- Group cameras from across systems and open all livestreams available in a specific location.
- View camera locations and simultaneously open cameras nearby to an event. Apply user permissions by camera groups to control who can view video streams, review historical footage (when supported by the VMS), clip, snapshot and export.
- For Pan-Tilt-Zoom (PTZ)-enabled cameras, you can remotely control the PTZ. Access to PTZ features is only available for the surveillance systems and cameras that are configured and that support recorded content and PTZ.
- Share video clips and snapshots via embedded email sharing from within CommandCentral Aware.
- Video storage is provided by the integrated video management systems (VMS).

### **Real Time Streaming Protocol (RTSP) Video Connection**

Stream publicly accessible IP cameras with supported media formats including WebRTC, HLS, RTSP, RTMP. This connection allows your agency to configure a secure connection to livestream third-party owned, public IP cameras. Direct connection enables livestreaming only; no video storage is provided by CommandCentral Aware.

### **Edge Appliance Video Connection**

Connect up to 30 IP security cameras on a network for immediate access to camera data including live video, device information and location. Cameras that support ONVIF Profile S allow for automated discovery and provisioning for livestreaming in CommandCentral Aware. IP cameras that support WebRTC, HLS, RTSP, RTMP media formats on the network can be manually discovered and provisioned for livestreaming.

### **Third-Party Event Integrations**



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CommandCentral Aware Plus provides the ability to ingest alarms, events and location data through our ecosystem of third-party integrations powered by Aware's Event Ingest API. Aware offers a library of external connectors enabling the ability to ingest information from third-party CAD, LPR, mobile applications, devices, panic buttons and much more. Your Motorola representative can provide you with more information about third-party integrations available.

### **Developer Program with Documented Event Ingest API**

Additional integrations with CommandCentral Aware Plus can be achieved via the CommandCentral Technology Developer Program which enables access to our Event Ingest APIs for third party partners and integrators. Your Motorola representative can provide you with more information about our API integrator program.

### **Protected Places Package**

Protected Places is a program for community businesses, organizations or individuals to register their security cameras with the local law enforcement agency. Once registered, the camera's video footage can feed directly to CommandCentral Aware, providing vital information that can benefit the community with improved efficiency and faster response times.

The program includes a Motorola-hosted website that is customized and personalized for each agency. On this easy-to-use portal, customers can learn about the program, purchase devices via e-commerce and register their locations and agree to terms for camera sharing with public safety.

This portal can be linked on the agency website or it can be a standalone site, and it serves as:

- A marketing website for your agency to communicate with the community on the Protected Places program and how to get involved.
  - Avigilon IP based cameras
  - The L6Q License Plate Recognition camera
- A resource for users (businesses, organizations or residents) to learn about and purchase the Edge appliance (a device + subscription offer with an annual evergreen recurring sub), which connects security cameras to CommandCentral Aware.
  - Avigilon IP based cameras



- The L6Q License Plate Recognition camera
- A resource for the community to explore Motorola's wider camera portfolio, including the ability to talk to an expert. Available cameras include:
  - Avigilon IP based cameras
  - The L6Q License Plate Recognition camera

To register for the program, users are sent to a customized page for your agency. The registration process is short and straightforward, with clear explanations of the process.

Users can provide facility information for each of their locations that is shared with their public safety agency based on the address zip code:

- Name
  - Camera name
  - Camera placement (indoor/outdoor)
  - Camera address
- Address
  - Camera name
  - Camera placement (indoor/outdoor)
  - Camera address
- Contact information (name, email address, phone number)
  - Camera name
  - Camera placement (indoor/outdoor)
  - Camera address
- Registered cameras
  - Camera name
  - Camera placement (indoor/outdoor)
  - Camera address
- Edge Appliance video streaming service
  - Device name
    - Camera name
    - Camera address
  - Device address
    - Camera name
    - Camera address
  - Cameras detected for streaming



- Camera name
- Camera address

From the registration webpage, customers can access your agency's privacy policies, MOUs and FAQs. They can also access your portal to explore Motorola cameras and create a lead to talk to an expert.

## Cloud Security and Compliance

### Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

### Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

### Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

### FedRAMP Certified Cloud



The CommandCentral Aware Plus offer is available to be hosted on GovCloud meeting high impact status determined by the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB). U.S. government customers can safely deploy CommandCentral Aware backed by FedRAMP's highest impact level of security. Some of the Aware Plus modules described above are not currently available with the FedRAMP deployment option.

### **Canada CCCS, Canada and Australia and New Zealand (ANZ) Clouds**

The CommandCentral Aware Plus offer is available to be hosted on Motorola's CCCS (Canadian Centre for Cybersecurity) cloud environment as well as the Azure Canada and Azure ANZ clouds. Some of the Aware Plus modules described above are not currently available with the CCCS, Canada and ANZ clouds.

### **Capacity and Latency**

CommandCentral Aware instances have the following capacity parameters:

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum of 5,000 radios supported per server.
- A maximum of 32,000 total fixed cameras supported per CommandCentral Aware instance.

Low latency is critical for real-time operations. The speed with which data appears on the CommandCentral Aware display depends in large part on how quickly the information is presented to the CommandCentral Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to CommandCentral Aware from the source application (CAD, AVL, ALPR).

Although CommandCentral Aware strives to provide near real-time performance, Motorola provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

Motorola will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.



## Network Bandwidth Specifications

Network:Customer provided internet access and remote access capability

Minimum bandwidth:1.1 Mbps between Cloud Anchor Server and CommandCentral Aware cloud platform

## Networking Requirements

The following chart displays the requirements for accessing external network resources from within your Aware deployment. The final set of requirements will vary depending on the modules being deployed.

Box	Source IP		Protocol	Destination port
CloudConnect	<CloudConnect IP>	<a href="http://idm.imw.motorolasolutions.com">idm.imw.motorolasolutions.com</a>	TCP	443
	<CloudConnect IP>	<a href="http://aware-api.usgov.commandcentral.com">aware-api.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP>	<a href="http://admin-api.usgov.commandcentral.com">admin-api.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP>	<a href="http://aware-publisher-ws.usgov.commandcentral.com">aware-publisher-ws.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP>	<a href="http://registry.commandcentral.com">registry.commandcentral.com</a>	TCP	443
	<CloudConnect IP>	<a href="http://s3-us-west-2-r-w.amazonaws.com">s3-us-west-2-r-w.amazonaws.com</a>	TCP	443
	<CloudConnect IP>	<a href="http://platformy-registry.s3.us-west-2.amazonaws.com">platformy-registry.s3.us-west-2.amazonaws.com</a>	TCP	443



	<CloudConnect IP> <a href="http://oneinterfaceblobstorage.blob.core.usgovcloudapi.net">oneinterfaceblobstorage.blob.core.usgovcloudapi.net</a>	TCP	443
	<CloudConnect IP> <a href="http://ccinterfaces-ccbroker-prod.usgov.commandcentral.com">ccinterfaces-ccbroker-prod.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP> <a href="http://ccinterfaces-sasgen-prod.usgov.commandcentral.com">ccinterfaces-sasgen-prod.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP> <a href="http://services.usgov.commandcentral.com">services.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP> <a href="http://qrwbubhpaovhj-sbu.servicebus.usgovcloudapi.net">qrwbubhpaovhj-sbu.servicebus.usgovcloudapi.net</a>	TCP	443
	<CloudConnect IP> <a href="http://qrwbubhpaovhj-sbu.servicebus.usgovcloudapi.net">qrwbubhpaovhj-sbu.servicebus.usgovcloudapi.net</a>	TCP	5671
	<CloudConnect IP> <a href="http://loc-srvc-ingest-production.servicebus.usgovcloudapi.net">loc-srvc-ingest-production.servicebus.usgovcloudapi.net</a>	TCP	443
	<CloudConnect IP> <a href="http://loc-srvc-ingest-2-production.servicebus.usgovcloudapi.net">loc-srvc-ingest-2-production.servicebus.usgovcloudapi.net</a>	TCP	443
One-time cloudconnect provisioning	Provisioning client (jumpbox)	<CloudConnect IP>	TCP
	Provisioning client (jumpbox)	<CloudConnect IP>	TCP
			8080
			22



VMS Proxy	<VMS Proxy IP>	<CloudConnect IP>	TCP	22
	<VMS Proxy IP>	<CloudConnect IP>	TCP	8080
	<VMS Proxy IP>	<Genetec VMS IP>	TCP	5500
	<CloudConnect IP>	<VMS Proxy IP>	TCP	40080
IMW	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65001
(assuming 5.2.3 and above)	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65002
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65003
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65005
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65006
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65008
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	9031



Aware clients	<Aware client IP(s)>	<VMS Proxy IP>	TCP	40080
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	554
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	560
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5004
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5500
	<Aware client IP(s)>	<a href="http://admin.commandcentral.com">admin.commandcentral.com</a>	TCP	443
	<Aware client IP(s)>	<a href="http://aware.commandcentral.com">aware.commandcentral.com</a>	TCP	443
	<Aware client IP(s)>	<a href="http://idm.imw.motorolasolutions.com">idm.imw.motorolasolutions.com</a>	TCP	443

### Customer Provided Hardware

Motorola recommends the following hardware specifications for customers providing their own hardware or Virtual Machine hosting. The Cloud Anchor server available through Motorola Solutions is typically an HP DL20 or similar grade server sized for up to 4 simultaneous VMs.

### Cloud Anchor Server Specifications

Host Server CPU	Intel Xeon 3.4 GHz or greater
Host Server RAM	64GB DDR or greater
Host Server OS	VMWare ESXi 8.X



Host Server Hard Drive	1TB or greater (SSD or SAS)
Data Interface Virtual Machine	8GB RAM, 2 virtual CPUs, 20GB disk storage
Video Interface Virtual Machine	16GB RAM, 2 virtual CPUs, 64GB disk storage
Operating System	Windows 2022 and above installed
Network Interface Card	1GB NIC Port
IP Address	Two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Virtual Machines
Network Port	One network port for each VMS server One network port for each VMS analytics appliance

### CommandCentral Aware Workstations PCs

Workstation PCs deployed to run CommandCentral Aware often display Aware modules over three separate monitors and require appropriate PC resources to display a variety of real-time data and videos across multiple displays, including the ability to stream up to 16 concurrent video feeds. Motorola does not sell PCs as part of the Aware deployment. Below are recommendations for customer provided PCs.

Processor	High-end Business or Server Grade Intel CPU  Reference:  Intel Core i7 13700K 5.40 GHz (16 Cores)  Intel Xeon 3.0 GHz (12 cores) or greater
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RAM Memory	32 GB DDR or greater
Hard Drive	512GB SSD or greater
Operating System	Windows 10 Professional or greater
Network Card	1 GB port
Graphics Card	NVIDIA T1000 8 GB or greater (support for 3 or 4 monitors)
Display	Narrow Bezel IPS Display, 2560x1440
Monitor	27" monitor or larger
Web Browser	Google Chrome (latest version available)



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## CommandCentral Aware Statement of Work

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc.

(Motorola) system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations. Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Solution Description and system integration and or subscription services as described in this SOW and contract agreements.

### Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence, Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

### Completion and Acceptance Criteria



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Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five business days of completion or receipt of a deliverable. As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service.

**Note** - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

## **Project Roles and Responsibilities**

### **Motorola Roles and Responsibilities**

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, webconference or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola has developed and refined its project management approach based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes and integrated software tools for effective project execution and control, our practices support the design, production and validation required to deliver a high-quality, feature-rich system.

### **Project Manager**



A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Manage collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

### **Solutions Architect**

1. The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:
  - Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
  - Delivery of interfaces and integrations between Motorola products.
  - Engagement throughout the duration of the delivery.

### **Customer Success Advocate**

A Customer Success Advocate will be assigned to the Customer post Go Live event. As the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate and log issues with Support, Product Management and Sales.
- Provide ongoing customer communication about progress, timelines and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

### **Customer Support Services Team**



The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

### **Customer Core Team, Roles and Responsibilities Overview**

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

#### **Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team, including timely facilitation of efforts, tasks and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.



- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s) and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide Motorola personnel building access (and issue temporary identification to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

### **System Administrator**

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan (CSP).



## **Application Administrator(s)**

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff and they will remain engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

## **Subject Matter Experts**

The Subject Matter Experts (SMEs or Super Users) are the core group of users involved with the Business Process Review (BPR) and the analysis, training and provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows and screen layouts.

## **IT Personnel**

IT personnel provide required information related to LAN, WAN and wireless networks. They will provide required information about the devices and infrastructure related to servers, clients, radio, video and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external and third party systems to which the Motorola system will interface.

## **User Agency Stakeholders**



User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the system not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors and the like.
- Configuration, maintenance, testing and supporting the third-party systems that the Customer operates and will be interfaced as part of this project.
- Providing the Applications Programming Interface (API) or Software Development Kit (SDK) software licenses and documentation that details the integration process and connectivity for the level of custom third-party interface integration defined by Motorola.
- Communication and coordination between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

### **Project Planning and Pre-Implementation Review**



A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills and resource readiness in preparation for the Project Kickoff meeting.

### **Motorola Responsibilities**

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third-party engagement/considerations (as applicable).
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal (LXP) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Review the Implementation Packet.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

### **Customer Responsibilities**

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.



- Collaborate with the Motorola Project Manager and set the Project Kickoff meeting date.

### **CommandCentral Enablement**

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

### **Agency and User Setup**

The Customer's agency(ies) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin application. The provisioning process allows the agency(ies) to define the specific capabilities and permissions of each user.

### **Motorola Responsibilities**

- Use the CommandCentral Admin application to establish the Customer and the Customer's agency(ies) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

### **Customer Responsibilities**

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin application to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

### **Completion Criteria**

Initial agencies and users have been configured.

### **Project Kickoff**



The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

### **Motorola Responsibilities**

- Conduct a project kickoff meeting.
- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Verify that Customer Administrator(s) (as defined during Pre-Implementation Review) have access to the LXP and CommandCentral Admin application.
- Obtain from Customer all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access.
- If third-party interfaces are selected, request API, SDKs, data schema and any internal and third-party documents to establish interfaces with local and remote systems.

### **Customer Responsibilities**

- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
- Validate that any necessary non-disclosure agreements, approvals and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.



- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirements) needed for Motorola resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project; i.e., IT Manager, CAD Manager and any other key contact information as part of this project.
- Validate access to the LXP and CommandCentral Admin application.
- Provide the information required in the Implementation Packet.

### **Contract Design Review (CDR)**

#### **Contract Design Review**

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach, validation plan and contractual obligations of each party. Any changes to the contracted scope can be initiated via the change provision of the Agreement.

#### **Motorola Responsibilities**

- Review the contract exhibits: Solution Description, Statement of Work and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
- Review the information in the complete Implementation Packet.
- Grant Customer Administrator access to CommandCentral Admin application.
- Grant Customer LXP Administrator access to the LXP.
- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

#### **Customer Responsibilities**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Project Manager and key Customer project team attend the meeting.
- Provide network environment information as requested.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide locations and access to the existing equipment that will be part of the CommandCentral system per contract.

### **Completion Criteria**

Delivery of CDR Summary report.

### **Interface Delivery Review**

The objective of the interface delivery review is to discuss the user experience presented by each contracted interface, collect network information, API and access credentials required to connect to third-party systems, and document specific configuration parameters.

### **Motorola Responsibilities**

- Discuss the need for additional information such as third party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces.
- Conduct reviews of the interface(s) to explain how each function as well as any dependency on third party API, SDKs, data schema and any internal and third party documents necessary to establish interfaces with local and remote systems.
- Review the functional interface demonstration process.
- Add interface related details to the CDR Summary report.

### **Customer Responsibilities**

- Provide all required third party API and SDK licensing and documentation for Customer's existing systems such as CAD and Video Management Systems.
- Make knowledgeable individuals available for the interface reviews.



- As applicable, test any existing equipment and/or any third party equipment with which Motorola equipment will interface to validate connectivity with the Motorola system.
- Discuss information on third party API, SDKs, data schema and any internal and third party documents necessary to establish interfaces with all local and remote systems and facilities within ten days of the Project Kickoff Meeting so as not to impact the project schedule.
- Establish network connectivity between the CloudConnect Virtual Machine and all third party interface demarcations included as part of this project.

### **Completion Criteria**

Delivery of CDR Summary Report.

### **Environmental Design Considerations**

The following environmental requirements must be met by Customer no later than the completion of the CDR in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics.
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Provide for any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation and support costs.
- Provide devices such as workstations, tablets and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is required for optimal performance. CommandCentral Aware workstations must support MS Windows 10 Enterprise or greater. Customer will provide Antivirus software for the CommandCentral Aware client.
- Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.



- If interfaces are being included in this offer, the Customer is responsible for all necessary third-party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support or pricing to support Customer third-party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third-party systems, to include CommandCentral interfaces that result from the customer upgrading a third-party system. Motorola strongly recommends you work with our team to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Aware Solution Description, such as power and network requirements.

### **Hardware/Software Installation and Configuration**

#### **Motorola Responsibilities**

- Procure contracted equipment in accordance with the equipment list.
- Arrange for shipping to the Customer's location.
- Notify Customer of equipment shipping specifics and ETA for arrival.

#### **Customer Responsibilities**

- Receive and store Motorola provided hardware.

#### **Completion Criteria**

Equipment order is completed and ready to be shipped to Customer.

### **CloudConnect Installation and Configuration**

#### **Motorola Responsibilities**

- Verify remote access capability.



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- If Motorola is providing hardware, perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

### **Customer Responsibilities**

- If Customer is providing hardware, install Cloud Anchor Server in Customer's existing equipment rack and conduct a power on test demonstrating its availability to Motorola to commence with software installation and configuration activities.
- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

### **Completion Criteria**

CloudConnect Virtual Machine configuration is complete.

### **Interfaces and Integration**

The installation, configuration and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

### **Interface Installation and Configuration**

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third party systems to which the contracted software will interface. Motorola will configure the system to support each



contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and validating of the interfaces.

### **Motorola Responsibilities**

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the Solutions Description.
- Demonstrate the interface usability in accordance with the Project Validation Plan.

### **Customer Responsibilities**

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel who are proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between CommandCentral Solution and the third-party systems for interface installation and configuration. Act as liaison between Motorola and third-party vendors or systems as required to establish connectivity with CommandCentral Solution.

### **Completion Criteria**

Interface and integration tasks are considered complete upon demonstration of the functionality.

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Solution to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola is provided with information and access to systems, Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades and/or additional software licenses, those costs will need to be addressed through the change provision of the contract.

### **CommandCentral Solution Geospatial Mapping Configuration**



## **Motorola Responsibilities**

- Installation and configuration of the connection to the Customer-provided mapping system (ArcGIS Online, ESRI ArcGIS Server or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

## **Customer Responsibilities**

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer analysts.

## **Public Private Partnership - Protected Places**

Public Private Partnership - Protected Places is a program for community businesses, organizations or individuals to register their security cameras with  **{{Customer name}}** . In the case of an emergency, access to relevant video footage can provide your first responders with vital information that increases response times and improves efficiency.

The program includes a website portal branded to your agency that allows the community to learn about the program, purchase video streaming appliances via e-commerce and register their locations and agree to terms for camera sharing with public safety.

### **Motorola Responsibilities:**

- Assign an overall coordination PM.
  - Design Workshop kickoff meeting
  - Post kickoff, send a copy/image updating guideline
  - Help coordinate domain registration
- Schedule a deployment kickoff meeting.



- Design Workshop kickoff meeting
- Post kickoff, send a copy/image updating guideline
- Help coordinate domain registration
- Set the date for a Workshop with the agency to set up portal to agency's specifications:
  - Design Workshop kickoff meeting
  - Post kickoff, send a copy/image updating guideline
  - Help coordinate domain registration
- Configure and deliver initial agency Protected Places branded registration experience.
- Provide initial training for system administrators.

**Customer Responsibilities:**

- The customer is required to provide project management and executive support to coordinate the deployment of the Protected Places program, including:
  - Community marketing to create a customer branded registration experience.
  - Customer must supply the following information to complete the registration page for their agency:
    - Images for the website
    - Copy for the website
- Identify a primary deployment contact and key stakeholders to sign off on design and deployment.
  - Community marketing to create a customer branded registration experience.
  - Customer must supply the following information to complete the registration page for their agency:
    - Images for the website
    - Copy for the website
- Provide the staff and focus to market to the community about the program (Motorola will not market to the community on behalf of the agency).
  - Community marketing to create a customer branded registration experience.
  - Customer must supply the following information to complete the registration page for their agency:
    - Images for the website
    - Copy for the website
- Provide branding/styling/color guidelines for the agency portal. These tasks must be completed within six weeks of the Protected Places kickoff meeting. Any tasks not completed by that time will be considered a change request and charged accordingly.
  - Registration page logo



- Registration page title
- Registration page description
- Community marketing to create a customer branded registration experience.
- Customer must supply the following information to complete the registration page for their agency:
  - Images for the website
  - Copy for the website
- Provide a list of zip codes for the agency jurisdiction so customers in the location(s) can register cameras and enable live streaming.
- Create a Memorandum of Understanding (MOU) establishing the terms under which the community businesses will allow the agency to use and access the live streaming from the registered cameras. MOU agreement will be facilitated with the business as part of the registration of a streaming solution, requiring they agree to the terms to complete the video streaming integration.
- Train administrators and employees with training materials provided by Motorola.]
- Ensure compliance with all applicable laws and regulations pertaining to the personal data received from video streaming.

### **CommandCentral Solution Provisioning**

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

### **Motorola Responsibilities**

- Using the CommandCentral Admin application, provision users and groups based on Customer Active Directory data.

### **Customer Responsibilities**

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.



## **Completion Criteria**

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

## **Functional Demonstration**

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

## **Motorola Responsibilities**

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features (i.e., map display, location updates, video display and/or interface and integrations).
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

## **Customer Responsibilities**

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

## **Completion Criteria**

Conclusion of the functional demonstration.



## CommandCentral Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led. Training delivery methods vary depending on course content and offer.

### Learning eXperience Portal (LXP Online Training)

This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient. All training, unless explicitly specified and defined, is online, computer-based, self-paced learning.

### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Provide technical support for user account and access issues, base system functionality and Motorola-managed content.

### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002) and LXP Group Administrator Overview (LXP0003).



- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola to engage Technical Support when needed.

### **Instructor-Led Training Motorola Responsibilities**

#### **Motorola Responsibilities**

- Deliver training materials in electronic format.
- Deliver On-Site Training.
- Provide Customer with training attendance rosters and summarize any pertinent observations.

#### **Customer Responsibilities**

- Supply classroom, one login per attendee and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure the training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

### **Completion Milestone**

Following the conclusion of the delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

### **Transition to Support and Customer Success**

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

#### **Motorola Responsibilities**



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- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

### **Customer Responsibilities**

- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

The Flex Suite			
Software Bundle Module Options			
System Core (Required)			
✓	<ul style="list-style-type: none"> <li>• Active Directory Integration</li> <li>• ArcGIS Desktop Basic License</li> <li>• OEM ArcGIS Server Standard License</li> <li>• Data Replication</li> <li>• HUB</li> <li>• Imaging</li> <li>• Statelink query</li> </ul>		
Computer Aided Dispatch (CAD)			
	<b>CAD Standard Bundle</b> <ul style="list-style-type: none"> <li>• CAD</li> <li>• CAD Mapping</li> <li>• E9-1-1 Interface</li> <li>• Rapid Notification 2.0</li> <li>• RN 2.0 Messaging Services via VESTA Communicator API</li> </ul>	✓	<b>CAD Plus Bundle</b> <ul style="list-style-type: none"> <li>• Alarm Tracking and Billing</li> <li>• Premises and HazMat Information</li> <li>• Response Plans</li> </ul>
Records Management (RMS)			
	<b>RMS Standard Bundle</b> <ul style="list-style-type: none"> <li>• Evidence Barcode And Auditing</li> <li>• Evidence Management</li> <li>• IBR</li> <li>• Law Records</li> <li>• Offender Tracking</li> <li>• Personnel Management</li> <li>• Pin Mapping</li> <li>• Traffic Information</li> </ul>	✓	<b>RMS Plus Bundle</b> <ul style="list-style-type: none"> <li>• Civil Process</li> <li>• Equipment Maintenance</li> <li>• Fleet Maintenance</li> <li>• Inventory Management</li> <li>• Licenses And Permits</li> <li>• Pawned Property</li> <li>• Vehicle Impound</li> </ul>
Mobile (MDT/ iOS & Android)			
✓	<b>Mobile CAD Bundle</b> <ul style="list-style-type: none"> <li>• Flex Arcgis Desktop Network Analyst License</li> <li>• Flex Touch</li> <li>• Mobile Avl And Mapping</li> <li>• Mobile Premises And Hazmat</li> <li>• Mobile Voiceless Cad</li> <li>• Quickest Route</li> </ul>	✓	<b>Mobile RMS Bundle</b> <ul style="list-style-type: none"> <li>• Driver License Scanning</li> <li>• Mobile Arrest Form</li> <li>• Mobile Field Report W Field Interview</li> <li>• Mobile Records</li> <li>• Mobile State &amp; National Queries</li> </ul>
Dashboards			
	<b>CAD Management Dashboard</b>		
✓	<b>Command Staff Productivity Dashboard</b>		
	<b>Community Dashboard</b>		

✓	CompStat Management Dashboard	
	Jail Dashboard	
<b>Services</b>		
✓	Summit Pre Paid Travel Package & Registration (User Conference Qty 3.)	
<b>Hardware</b>		
<b>Flex Subscription Hybrid Features</b>		
<b>CAD Hybrid Features</b> <ul style="list-style-type: none"> <li>● CAD Web Client</li> <li>● CommandCentral Responder CAD</li> <li>● Assist Map</li> <li>● Agency Alerting</li> <li>● Public   Private Incident Collaboration</li> </ul>	<b>RMS Hybrid Features</b> <ul style="list-style-type: none"> <li>● Multi-Agency Search</li> </ul>	<b>Subscription Support Services</b> <ul style="list-style-type: none"> <li>● Endpoint Security</li> </ul>

# Pricing Summary

Motorola is pleased to provide the following equipment and services to the Smith County S.O.

## Flex Subscription Renewal Pricing

Year	MSRP	Discounted Sale Price
System Subscription Total Year 1:	\$4,474,189.58	\$344,159.37
Year 2	\$351,406.49	\$195,225.83
Year 3	\$351,406.49	\$195,225.83
Year 4	\$351,406.49	\$195,225.83
Year 5	\$351,406.49	\$195,225.83
Grand total 5 Years		\$5,879,815.54
<b>Total Contract &amp; Motorola Discount (HGAC RA05-21)</b>		<b>\$4,754,752.83 (80.87%)</b>
<b>Discounted total 5 Years</b>		<b>\$1,125,062.71</b>

Flex CAD Universal Plus (APC: 253)

Flex CAD Delivery Services (APC: 30)

Flex Records Delivery Services (APC: 30)

Flex Records Software (APC: 385)

User Conference Pre Paid Travel (APC: 217)

## TERMS & CONDITIONS

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to Smith County Sheriff's Office. This Proposal is based upon the H-GAC Master Agreement (RA05-21) and remains valid until December 31, 2025.

Motorola's Proposal is subject to the terms and conditions of the enclosed "Contract Package" consisting of the H-GAC Master Customer Agreement ("H-GAC MCA"), its exhibits and applicable Addenda (collectively, the "Agreement"). You may accept this Proposal by delivering to Motorola a signed copy of the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Emily Dean  
469-887-0569  
[emily.dean@motorolasolutions.com](mailto:emily.dean@motorolasolutions.com)

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

**Motorola Solutions, Inc.**

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

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

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

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

**Smith County Sheriff's Office.**

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

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

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

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

## STATEMENT OF WORK — FLEX SUBSCRIPTION OFFER

### INTRODUCTION

The System includes Equipment, pre-installed licensed software, Subscription Software (as outlined in the Solutions Description), Installation Services, and Maintenance Service. This Statement of Work sets forth the installation of the system and later sections address the maintenance of the system.

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) subscription bundle offering as presented in this offer to the "Customer" (hereinafter referred to as Customer). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners. When assigning responsibilities, the phrase Customer will include Customer's third-party vendors and subcontractors.

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.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges that such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and the Customer pursuant to the change provisions of the Agreement and prior to any work being performed.

Unless specifically stated, Motorola work will be performed remotely. The Customer will provide Motorola resources with unrestricted direct system access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors' SOWs (if applicable) does not imply or convey a subscription license or service that are not explicitly listed in the Agreement.

### PROJECT TERMS

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Project Schedule** means the schedule providing dates and timeframes for completion of tasks and deliverables during the project. The Project Schedule is subject to change at the mutual agreement of Motorola and the Customer.



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**Project Management Plan** is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan that provide the criteria for managing those tasks within the project.

### **Aerial Imagery**

The Motorola Flex product possesses the capability of including orthophoto imagery (sometimes referred to as aerial imagery) when published as an ArcGIS Server map service. Motorola will demonstrate how a map service URL can be added to the Flex mapping configuration for use in the CAD and Mobile map display. The Customer is responsible for map service creation and publishing.

Motorola is not responsible for acquiring, processing, ortho-correcting, or distributing the imagery or the data contained therein. It is the sole responsibility of the Customer to maintain this data and to work with the air photo vendor to make any changes or corrections. You may obtain Esri guidance on map service uses and functionality on the Esri website (Go to <https://enterprise.arcgis.com>, search ArcGIS Server, go to current release version and reference "What is a map service?" for service explanation and publishing guidance.)

Publishing of map services including imagery on the dedicated Flex GIS server is only permissible when publishing as a dynamic map service. Publishing of map services using tile caching is not supported on the dedicated Flex GIS server. If you choose to use map services with tile caching, a separate standalone GIS server (virtual or physical) will need to be provided and installed by the Customer.\* Motorola does not provide for deployment or support assistance of map services including imagery beyond demonstrating how to add the map service URL in the Flex mapping configuration page.

\*Additional GIS server machines must have ArcGIS Server Standard installed and licensed. Licenses for ArcGIS applications are the sole responsibility of the Customer. ArcGIS Server Standard (OEM) is only for use on the dedicated Flex GIS server, Motorola, and Esri licensing agreements do not permit the use of the Motorola sourced ArcGIS Server Standard license to be authorized on any other machine than the dedicated Flex GIS server and disaster recovery server (when purchased through Motorola).

### **SUBSCRIPTION LICENSE AND COMPLETION CRITERIA**

The contracted system includes a subscription-based solution; the subscription service period will begin upon providing credentials to basic configuration ("basic" is defined as standard system functionality with cloud capabilities and Non customizations to the software or system) of the licensed software.

Additional Motorola Integration Services and Configuration are also provided as part of the Subscription. These additional services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. The Customer's task completion will occur per the Project Schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within 10 business days of completion or receipt of a deliverable.

The subscription service period will begin upon Customer's receipt of credentials requires for access to cloud services, unless mutually agreed upon and acknowledged in accordance with the terms of Customer Agreement and the Service Completion Date will be memorialized by Motorola and the Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

## PROJECT PLANNING

Motorola will gather project-specific information to set clear project expectations and guidelines, create the Project Management Plan and project schedule and set the foundation for a successful implementation. All of the discovery documentation is collated into a single Solution Design document that will be utilized throughout implementation and delivered to Customer prior to Project Closure.

### Project Planning Session – Telecommunication / Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and Customer PMs to meet prior to the formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

- A high-level review of the following project elements (that is, Project Plan, Statement of Work, Training Plan).
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors.
- Review CommandCentral Admin and Learning Center roles in the Project Plan and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review Software System Completion Criteria and the process for transitioning to support.

### Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment and attendance of Customer project team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide the initial Project Schedule and Project Management Plan, conduct review, and baseline.
- Review Motorola's delivery approach and its reliance on Customer provided remote access.
- Document the mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish Customer in the Motorola Learning Center.
- Establish Customer within the CommandCentral cloud platform, enabling access to CommandCentral as outlined in the System Description.

### Customer Responsibilities

- Provide existing GIS source data to Motorola by the start of Project Kickoff and Discovery.
- Identify Customer project team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide existing system information to Motorola as requested.
- Provide approval to proceed with the Project Kickoff meeting.
- Provide Learning Center, and CommandCentral user information: first name, last name, unique email address, and role; confirm access.

### Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Project Management Plan.



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## Interface Discovery

The discovery will discuss the interface experience presented by each contracted interface utilizing the individual interface documents presented in the Agreement. Topics of discussion will include the following:

- The functionality delivered with each interface as presented in the System Description and associated interface-specific documentation included in this Agreement.
- Deployment requirements and dependencies of each interface (NDA, network information, API [Application Programming Interface]), and access credentials required to connect to third-party systems).
- Interface delivery and validation process.

**Note -** The interface deployment requirements are a prerequisite to roll out the interfaces. Delayed, incomplete, or inaccurate information may have a significant impact of the Project Schedule.

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, customization, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

## Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDK (Software Developer Kit), data schema, and any internal and third-party documents necessary to establish interfaces.
- Facilitate an overview of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with local and remote systems.
- Communicate the interface functional validation process.

## Customer Responsibilities

- Establish all required third-party APIs and SDKs and provide all licensing and documentation for Customer's existing systems.
- Collect information on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Project Kickoff meeting to avoid impact on the Project Schedule.
- Establish network connectivity between the Motorola servers and all third-party interface demarcations.

## Motorola Deliverables

- Functional validation process for each interface.

## GIS Discovery

A Motorola GIS Analyst will meet with the Customer GIS Administrator remotely to discuss the data requirements, an overview of the GIS components, and the GIS data required for use with the Motorola system.

GIS overview topics could include:

- Review the Motorola GIS Data Requirements document.
- Discuss Customer GIS skill-set and responsibilities of the GIS Administrator to support the Motorola System.
- Review the requirements of Customer's GIS data, the authoritative owners of the GIS files that would be used for the Motorola system.
- Motorola will request a copy of the Customer's GIS data to support subsequent GIS activities.



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Note: It is critical that an Agency provides a dedicated GIS Administrator to participate in these discussions. Motorola will work with any third party agency the customer provides or a personnel person with the Agency.

**If CAD is a purchase solution component** – Agency Response boundary needs, routing requirements, premises hazard areas and specifics for address validation using street centerlines, common place points, address points, alias tables, and premises hazard areas.

**If Records is a purchased solution component** – data types necessary for address validation support in the system. These data types include: street centerlines, common place points, address points, street alias tables, and common place alias tables.

The GIS Data Report describes Customer's source feature classes and data values that have been made available to Motorola. The data is reviewed, and any items that may impact the applicable functionality of the data within the Motorola System are noted in the GIS Data Report. The GIS Data Report is delivered post-contract after review of Customer's GIS data. As GIS data is critical to the provisioning and operation of the system, it is imperative that Customer GIS Data be made available to Motorola prior to the GIS Scope Review.

### **Motorola Responsibilities**

- Request initial GIS dataset for data review.
- Review GIS Data Report.
- Discuss current GIS business practices.
- Review GIS data types to be used within the Motorola system.
- Discuss authoritative GIS data sources, data updates, and contracted frequency, if GIS Managed Services have been purchased.
- Request that Agency Code and Beat Names be provided to Motorola prior to the Business Process Improvement Plan sessions.

### **Customer Responsibilities**

- Ensure availability of GIS Administrator for this meeting.
- Review the GIS Data Requirements document prior to the meeting.
- Discuss any areas of concern relative to GIS and schedule requirements.
- Provide initial GIS dataset for review by Motorola.
- Confirm availability of the Esri ArcGIS Pro and Network Analyst extension software required for editing of GIS data.
- Finalize the Agency Code and Beat Names for the geodatabase and provide to Motorola. All of the data will be required, but the streets, address points, and common places can be works in progress to be updated as the project progresses.

### **Motorola Deliverable**

- GIS Data Report.

**Note** - Providing the Agency Code and Beat Names for the geodatabase is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the project schedule.

**Note** - Providing the GIS Customer Data is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.



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## PROJECT KICKOFF

The purpose of the Project Kickoff is to introduce project participants and review the scope of the project, the Project Kickoff event consists of various branched activities. Availability of Customer project team and relevant resources to participate in each activity is critical to the project success. Depending upon the modules purchased, the Project Kickoff event may vary in duration between one (1) to four (4) hours depending on the project scope.

### Motorola Responsibilities

- Schedule and facilitate the Project Kickoff to clarify roles and responsibilities, establish team-working relationships, and initiate project tasks.
- The Motorola PM and lead technical resources travel to the Customer site. Other Motorola project team resources may attend remotely.
- Present a high-level overview of project scope and included applications and technologies as listed in the System Description.
- Review the delivery schedule and associated requirements.
- Confirm Customer access to the Learning Center.
- Confirm Customer is established in CommandCentral Admin portal.
- Review third-party partner solutions and involvement in the project, as applicable.
- Review the initial Project Schedule and incorporate your feedback resulting in the implementation Project Schedule. The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
- Provide and review the training plan, training delivery schedule, and training requirements.
- Provide and explain sample data entry standards in preparation of Customer provisioning activities.
- Review the system hardware requirements and bill of materials if Motorola is providing the system hardware.
- Review network infrastructure requirements (for example, firewalls, remote access).
- Plan installation activities with the Customer.
- Discuss the Provisioning Verification process for the contracted modules.
- Review the timing, setup, and configuration requirements to enable queries and query returns (for example, StateLink).

### Customer Responsibilities

- Provide a meeting space equipped with remote conferencing capability enabling remote Motorola project team members to participate.
- Identify and ensure participation of key team members in kickoff and project initiation activities.
- Confirm access to the Learning Center.
- Confirm access to CommandCentral Admin portal.
- Provide input to the Project Schedule and training dates.
- Participate in reviewing the training plan.
- Participate in reviewing the system hardware requirements and place hardware order if you are providing the system hardware.
- Initiate activities to enable queries and query returns.
- Provide workstation hardware and software for end user training (desktop and or mobile devices).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.



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**Note** - The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.

## GIS DESIGN

GIS Design provides for the creation of a draft geodatabase that will be uploaded to the CAD server to support provisioning efforts as well as draft maps that are created for use by the CAD workstations. If CAD is not a System component, a GIS Draft Geodatabase is still required as it serves as the supporting data for address validation in Flex Records.

Error reports are produced as a result of developing the draft geodatabase and will be delivered to the Customer in updates to the GIS Data Report. The Customer will correct any data errors allowing Motorola to incorporate the data into a revised draft geodatabase.

Geodatabase development provides for up to two (2) iterations of draft databases developed by Motorola. The final geodatabase is created as a product of the GIS Administrator Workshop.

Note the following tasks are supplementary to the tasks required to maintain the data set using Esri ArcGIS toolset. Training specific to the use of Esri ArcGIS tools can be obtained from Esri. Motorola's scope does not include the creation or maintenance of data into the NENA NG911 schema; any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customer's source data.

### Motorola Responsibilities

- Schedule and initiate a data delivery design teleconference to address critical data errors or to confirm the data being incorporated into the draft geodatabase.
- For Flex CAD: Create the draft visual maps and Routing Network.
- Create the draft geodatabase.
- Provide updates to the GIS Data Report reflecting any issues found during the geodatabase build.
- Provide up to two (2) iterations of draft geodatabases.
- Initiate GIS Administrator Readiness Check which enables Motorola to schedule and conduct the GIS Administrator Workshop.

### Customer Responsibilities

- Attend data delivery design teleconference.
- Correct any GIS errors identified in the GIS Data Report from geodatabase build.
- Participate in the GIS Administrator Readiness Check and confirm the dates for the GIS Administrator Workshop.

### Motorola Deliverables

- GIS Data Report Updates.

## INITIAL SYSTEM PROVISIONING

The Motorola proposed solution can be provisioned to support customer specific variables (that is, personnel, unit IDs, and incidents), workflows, and procedures. Motorola will utilize the information gathered during the various discovery sessions to provision the system, this could be prior to hardware



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readiness. The system will later be refined by the selections Customer will make as part of provisioning activities.

The Customer will provide Motorola resources with safe access, suitable office space, supplies, furniture, high-speed connectivity to the Internet, and other facilities while fulfilling the onsite activities specified in this SOW.

### **Motorola Responsibilities**

- Utilize discovery collateral to provision Flex System.
- Organize and conduct regular CheckPoint meetings with Customer project team to show progress, gather feedback, and gather additional information.

### **Customer Responsibilities**

- Assist and collaborate with Motorola as prompted for clarifications or further information on provisioning decisions.
- Customer project team will attend CheckPoint meetings; providing feedback and additional information as requested.

### **Motorola Deliverables**

- Ability to log on and utilize the system.

### **Hardware Installation**

The objective of this activity is to install the system hardware at your site. This activity addresses physical installation activities and system connectivity verification.

You assume responsibility for the procurement, installation, configuration, troubleshooting, and resolving any issues with Customer-provided hardware or virtualization environment that prevents Motorola from fulfilling its delivery obligations or impedes system operation.

If Motorola has been contracted to provide the hardware, the contracted hardware will be provided by Motorola's partner, Solutions II. Solutions II may interact directly with you to coordinate installation activities or communication may be directed by Motorola's Project Manager. This engagement will be a combination of onsite and remote efforts. Remote work performed by Solutions II may require onsite assistance from the Customer. While installation activities are traditionally completed during your regular business hours, some activities may occur in tight timeframes outside of regular office hours. In such cases work will commence as mutually agreed.

### **Motorola Responsibilities**

If Motorola is contracted to provide hardware, perform each of the following:

- Conduct an evaluation of the installation location to validate installation readiness.
- Procure and install the contracted servers, VMware software, Veeam Backup, and Replication software at the primary installation location and if contracted, a single disaster recovery location.
- Configure NAS Backup Targets.
- Load the initial operating system software.
- Conduct a Power On test to validate the installed hardware and operating system software are ready for configuration.
- Verify contracted software is available and accessible on the installed system.

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- If a disaster recovery system has been included as a contracted system component, perform a simulated failover test.
- If Motorola has installed the hardware, provide you with passwords, passphrases, encryption keys, and IP assignments configured by Motorola.

### **Customer Responsibilities**

- Provide power, cabling, network infrastructure, and access to all locations in which contracted hardware will be installed.
- Provide an installation environment that conforms to the hardware manufacturers' specifications for heating, cooling, humidity, ventilation, and physical space requirements: clearance and spacing.
- Make any improvements required to support the installation environment inclusive of cabling and power receptacle improvements.
- Develop a password, passphrase, and encryption key management policy for the ongoing Customer management of such as well as a system backup routine and schedule.
- If Motorola has not been contracted to provide the hardware and or virtual machines, you will perform each of the tasks outlined in this section as a Motorola responsibility and conduct power-on tests with Motorola prior to Motorola commencing with software installation and configuration tasks.

### **Install and Configure Software**

After the servers have been installed and the operating system and database storage have been configured, Motorola will install the contracted application software products and the Motorola side of interfaces. The Motorola resource will configure the database environments and create the initial administrative user accounts. Customer personnel will complete client software installation using the Motorola provided client install wizard; software will be installed on the client workstations/mobile devices to facilitate provisioning training.

### **Motorola Responsibilities**

- Install and configure the contracted application software.
- Install Motorola external interface code.
- Configure database environments (live and practice).
- Create administrative and training user accounts.
- Provide client installer wizard.
- If a disaster recovery solution is a part of the contracted System component, synchronize the primary and disaster recovery systems.

### **Customer Responsibilities**

- Provide and install workstation/mobile device hardware in accordance with manufacturer specifications.
- Complete installation of client software on workstations and mobile devices.
- Initiate a network backup to ensure software and initial configuration data are archived.

### **Motorola Deliverables**

- Contracted software.

### **Provisioning**

Provisioning includes the setting of configurable parameters (unit names, personnel, status codes) which control application behavior. The Flex System will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.



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Provisioning activities include instruction of the mechanics and methodologies required to complete system provisioning and provides you with knowledge needed to update and maintain the provisionable items as your operational needs change.

Using the sample data entry standards provided at the Project Kickoff meeting, you will revise the sample standards to meet its specific needs. Once standards are established, you are expected to formalize the policy as standard operating procedure for data entry tasks. Motorola will incorporate the data entry standards into training. Therefore, you must complete this task prior to training.

### **Provisioning Verification**

Upon completion of provisioning table updates by the Customer, Motorola will conduct a working session with your Administrators and desired SMEs demonstrating system operation in accordance with Customer determined provisioning parameters (BPR Workbook and Provisioning Worksheets). The purpose of the session is to enable you to fine tune provisioning parameters as needed to better align with operational use needs. In this working session, Motorola provides you with guidance on provisioning options that may better support your operational objectives. In order to reinforce provisioning training principles, the Customer completes any provisioning parameter updates with Motorola guidance as desired.

### **Motorola Responsibilities**

- Conduct an operational walk-through of the provisioned system enabling you to verify the operational behavior of the provisioned system.
- Consult with the Customer on provisioning options that better support your business operations.
- Provide guidance on making desired provisioning updates.
- If Insight is available in the state and included as part of this offer as defined on the pricing page, establish Insight Broker connection to target and provide you with training on creating users.

### **Customer Responsibilities**

- Participate in the Provisioning Verification Session.
- Note desired provisioning updates.
- Update provisioning tables, as desired.
- If Insight is available in the state and included as part of this offer as defined on the pricing page, enable Insight Broker users, configure queries, and query targets.
- Develop a regular network backup routine and initiate a regular system backup schedule.

NOTE: Provisioning Verification must be completed prior to the initiation of end user training.

### **FLEX VESTA ICC INTEGRATION (OPTIONAL ADD-ON)**

The Flex Vesta ICC (Integrated Call Control) solution is a product integration between Flex CAD and the Vesta 9-1-1 Call Handling System. It exposes a subset of Vesta functionality through the Flex CAD UI. This allows Flex CAD users to perform basic Call Handling functions from the CAD UI.

ICC is enabled by linking sets of Flex CAD and Vesta workstations via a secure network connection. This allows the Flex CAD workstation to communicate with a Vesta API on its corresponding Vesta workstation.

The network connection between the Flex and Vesta workstations is authenticated using a Custom Certificate. The Certificate is procured and periodically refreshed by the Customer.

### Motorola Responsibilities

- Collect the Vesta Workstation and Flex CAD Workstation IP addresses and define the association between Flex and Vesta Workstation pairs. The ICC solution requires a 1:1 relationship between the Flex and Vesta workstations. This is established by identifying workstation used by a single dispatcher.
- Define the physical network connection points on both the Flex and Vesta networks
- Stage and FortiADC and program with the required network paths
- Install the FortiADC in a location specified by the Customer and verify network connectivity between workstations pairs
- Enable the Flex VESTA ICC feature in Flex and verify operation on each of the workstation pairs
- Specify the Certificate parameters and provide Certificate installation instructions

### Customer Responsibilities

- Provide personnel proficient with and authorized to make changes to the network, identify FortiADC installation location, and assign network demarcations.
- Provide a suitable rack location for installation of the FortiADC.
- Provide an IP address for the FortiADC on the Flex network.
- Provide a switch or other network port on the Flex network to facilitate connection of the FortiADC
- Procure the Custom Certificate from a public provider prior to FortiADC installation. (***Recommend using the same Certificate used for Flex CAD.***)
- Install the Custom Certificate on the FortiADC during the installation process.
- Track Certificate expiration date and procure and install the renewed Certificate on an annual basis.

## ENDPOINT SECURITY DEPLOYMENT

In order to establish initial expectation for deployment, Motorola will work with you on preparedness for implementation and support of Endpoint Security (EPS) with Security Operations Center (SOC) monitoring.

### Motorola Responsibilities

- Configure and deploy the EPS service on Motorola-supplied equipment and integrate Service Connectors necessary to monitor and interact with the EPS solution.
- Provide ports and protocols to the Customer for the EPS solution.
- Provide recommendations on Endpoint Security and configuration to optimize threat identification.
- When available, remotely provide the customer the latest applicable EPS agent updates by pushing updates to the Customer servers and clients.
- The SOC consults with the Customer on the appropriate deployment of the EPS solution.
- The SOC will open Security Cases with the Customer with recommended actions as appropriate.

### Customer Responsibilities

- Deploy and maintain EPS agents to Customer-supplied equipment.
- Configure networking infrastructure to allow EPS agents to communicate over the internet with the cloud.
- Initiate response actions on endpoints where Motorola is not authorized and/or enabled to respond via the EPS solution.
- Comply/consent with the terms of applicable licenses, privacy statements, or other third-party agreements where third-party software or services are utilized or provided by/through Motorola, including applicable EPS solution provider's end user license agreements (EULAs), if any.
- Obtain any third-party consents required to enable Motorola to provide the monitoring service, if applicable.



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- Maintain their system on the supported SW release versions as defined in the software support policy.
- You must accomplish all infrastructure preparation tasks, as outlined in the Project Schedule.

### Limitations and Exclusions

- The Service is limited to the following:
- <FLEX> System servers
- All other equipment is excluded from this Service
- Latest releases of EPS agents will be tested and certified on the current supported software release versions as defined by the Software Support Policy. If the customer's system is not kept in line with the current supported software, then Motorola cannot guarantee full effectiveness of this Service.
- Latest releases of EPS agents will be tested and certified on the current software release version. If the customer's system is not kept in line with the current software, then Motorola will not be responsible for full effectiveness of this Service. To restore full effectiveness of the service, Motorola may advise the Customer of the need to upgrade to the current software release version.

### CLOUD-BASED FEATURE ENABLEMENT

The Customer's cloud-based features and functionality, as listed in the **System Description Section XX**, will be enabled and connected to the ancillary systems as defined in the Project Schedule. As new features and functionality are added to these base applications, they will become available to Customer during deployment and for the term of the subscription.

Customer will work with Motorola on the setup and configuration of Customer's firewall to allow traffic from Motorola Cloud-Based Applications and Features.

### CommandCentral Agency and User Setup

The Customer's agency and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

### Motorola Responsibilities

- Use the CommandCentral Admin tool to establish Customer and Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

### Customer Responsibilities

- Identify a System Administrators.
- Ensure all System Administrators complete the Learning Center CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

### Motorola Deliverable

- Initial agencies and users have been configured.

### CommandCentral Connector Installation and Configuration

Your agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific



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capabilities and permissions of each user. Remotely complete the installation of CommandCentral Connector to include networking, firewall, and load-balancer configurations.

### **Motorola Responsibilities**

- Create CommandCentral Agencies
  - Production Agency – Use the Customer's existing agency if available or create a new Agency if needed.
  - Non-Production Agency – New CommandCentral Agency for the non-production CommandCentral Connector to facilitate software evaluation and training.
- Remotely install CommandCentral Connector on the following Flex environments:
  - Primary - Production
  - Disaster Recovery – Production
  - Hosting Site – Non-Production (Training or Staging)
- Verify network connectivity and test connection between Flex and CommandCentral.

### **Customer Responsibilities**

- Provide a network path from the Flex firewall to the internet.
  - Open the firewall ports or FQDNs specified by Motorola to facilitate connectivity between CommandCentral Connector and the Cloud Services.
  - Provide an external internet connection to a Network Time Protocol (NTP) source of NIST or Google.
  - Provide an internet connection with capacity, as stated in the Motorola Networking Guide to support the operation of all Motorola hybrid solutions used on the system.
- Participate in Cloud Agency configuration and testing.

### **Motorola Deliverable**

- CloudConnect Virtual Machine configuration is complete.

## **CommandCentral Workstation Configuration**

### **Motorola Responsibilities**

- Verify remote access to workstations.
- Request IP address to target workstations.
- Configure contracted CommandCentral workstations.

### **Customer Responsibilities**

- Provide a dedicated delivery point for receiving, inventory, and storage of equipment.
- Receive and inventory contracted equipment (reference equipment list).
- Perform physical installation of the CommandCentral Solution workstations. Connect to power and network. Assign IP addresses for the network.
- Give assigned IP addresses of target workstations to Motorola.
- Provide remote access to the CommandCentral Solution workstations.

## **Application Provisioning**

Motorola will discuss industry best practices, current operations environment, and subsystem integration to determine the optimal configuration for CommandCentral Solution.



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**Motorola Responsibilities**

- Using the CommandCentral Admin Console, provision users, groups, and rules based on your Active Directory data.
- Configure agency specific alerts, workflows, and protocols

**Customer Responsibilities**

- Supply the access and credentials to your Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries as to enable solution provisioning and configuration.
- Participate with Motorola in configuration of alerts, protocols, and workflows as requested

**Client Installations**

Client software will be installed on workstations to facilitate provisioning activities and provide instruction to Customer personnel who will complete software installation on the remaining workstations.

**Customer Responsibilities**

- Need to validate the RAM capacity and the hard drive space based on Motorola requirement.

**Motorola Deliverables**

- Installation Guide.

**CommandCentral Map CloudConnect Installation and Configuration****Motorola Responsibilities**

- Verify remote access capability.
- If Motorola is providing hardware, perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

**Customer Responsibilities**

- If Customer is providing hardware, install Cloud Anchor Server in Customer's existing equipment rack and conduct a power on test demonstrating its availability to Motorola to commence with software installation and configuration activities.
- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

**Completion Criteria**

- CloudConnect Virtual Machine configuration is complete.
- Participate with Motorola in configuration of alerts, protocols, and workflows to enable knowledge transfer of Cloud solution management.

Smart911® - Access critical person information, including health and emergency contact information.

NOTE: Smart911 must be purchased separately. If the customer has Smart911, they will have access to Smart911 data in the CommandCentral Map.



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## BUSINESS PROCESS IMPROVEMENT PLAN

A Motorola-led Business Process Improvement Plan provides the opportunity for Motorola and Customer to gather and measure information variables and data of interest, and it provides Motorola and Customer the opportunity to review desired workflows and future state to determine the provisioning parameters that will provide the most optimal use of the Motorola system.

A Business Process Improvement Plan session is conducted separately for each of the contracted Product categories, such as CAD/Mobile, Records, Flex Jail, and CommandCentral. A single instance of these activities will be conducted for a combined audience for each of the Product categories, unless specifically stated otherwise in this SOW. The information collected will be used in the determination of the provisioning parameters and enables Motorola to provide Customer guidance on provisioning and configuration options that best meet Customer's needs.

The Business Process Improvement Plan will utilize Motorola's Solution Design document to capture key elements, workflows, and information as it pertains to the provisioning, configuration, and implementation of the Flex System. This will be a living document throughout the implementation and will be shared with Customer during and after implementation.

The Business Process Improvement Plan will be attended by Customer's project team and additional agency subject matter experts (SMEs) as necessary. The practical input based on experience in the Customer's operational environment is indispensable in the configuration of the system. Attendees will have the authority and responsibility of making declarative statements and decisions about business practices and implementation of Motorola systems. Customer is responsible for engaging Customer Core Team and user agencies that will be provisioned in the Motorola system to obtain required inputs. It is preferable to have personnel that are required for one section to attend all sessions in the information gathering process to ensure all parties are represented.

### **Motorola Responsibilities**

- Provide the agenda for the Business Process Improvement Plan sessions.
- Conduct separate sessions for each of the contracted Product categories; one each, as applicable, for CAD/Mobile, Records, and/or Jail Management System. **<Only include the applications that are part of the offer, delete what is not included.>**
- Utilize Solution Design to document session findings.
- Request copies of completely populated sample forms, reports, dashboard views, and printouts currently utilized.
- **Provide CAD Provisioning Data Gathering Guide. <Delete this bullet if CAD is not offered.>**

### **Customer Responsibilities**

- Review the agenda prior to the sessions.
- Ensure availability of the Customer project team.
- Provide Motorola with copies of completely populated sample forms, reports, dashboard views, and printouts currently utilized.
- Confirm readiness of City Code, Agency Code, and Beat Names.
- **Review CAD Provisioning Data Gathering Guide. <Delete this bullet if CAD is not offered.>**

Note - Import of the City Code, Agency Code, and Beat Names for the geodatabase is a critical Project Task. Delayed, incomplete, or inaccurate information and Solution Design may have a significant impact on the Project Schedule and start of Provisioning Workshops.



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**Motorola Deliverables**

- Business Process Improvement Plan agenda.
- **CAD Provisioning Data Gathering Guide. <Delete this bullet if CAD is not offered.>**
- Draft Solution Design.

**BASE SYSTEM INTERFACES AND INTEGRATION**

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface for the interfaces listed in the table immediately following, all other contracted interfaces will be delivered at a later point in the project. Motorola will configure the system to support each contracted interface as described in the Contracted Agreement. Customer is responsible for engaging third-party vendors, as required, to facilitate connectivity and testing of the interfaces.

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured as reviewed during the Project Kickoff. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

**Motorola Responsibilities**

- Establish connectivity to external and third-party systems.
- Deploy interfaces to support the functionality described in the System Description and interface-specific documentation discussed during Interface Discovery.
- Validate that each interface can transmit and/or receive data in accordance with the System Description and interface-specific documentation.

**Customer Responsibilities**

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between Flex and the third-party systems.

**Motorola Deliverables**

- Base System Interfaces as listed above.

**Integration Activities**

Proprietary processes enable the transfer and receipt of data between Motorola systems, as described in the System Description.

**Motorola Responsibilities**

- Establish and validate connectivity between the Motorola systems.
- Validate each system can transmit and/or receive data.
- Enable the Data Exchange API (DEX) and on-board your third-party vendor via the partner program, if/as contracted.



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### Customer Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.
- Work with your third-party vendor to sign up for the partner program. Participation in the Partner program is not included in this offer and is a post contract purchase. If purchased, Motorola will provide the instructions to sign up, post or contract if purchased.
- Cover any license fees access to the DEX API or participation in the Advanced Partner Program not included in the contract.

### GIS Administrator Workshop and Review

The GIS Administrator Workshop enables you to work with the Motorola GIS Specialist to understand the required GIS data structure and maintenance needs of the data to support address validation, response determination, routing, and visual map displays. The workshop is conducted via remote teleconference over a period of three (3) consecutive eight (8) hour days during normal business hours. The product of the workshop is the final geofile build and you assume responsibility for further GIS updates and maintenance.

### Motorola Responsibilities

- Provide the Customer with the workshop agenda.
- Conduct the workshop.
- Document any Customer and/or Motorola GIS action items that require follow up and resolution.
- Discuss additional boundary capabilities and data development needs.
- Document any Customer and/or Motorola GIS action items that require follow up and resolution.
- Resolve any Motorola follow up action items.
- Schedule the post workshop follow-up review and GIS action item close out.
- Within thirty (30) days of the conclusion of the GIS Administrator Workshop conduct a remote two (2) six (6) hour post workshop follow-up review to address any remaining GIS process questions and close out any follow-up actions noted during the GIS Administrator Workshop work.

### Customer Responsibilities

- Ensure availability of GIS Administrator participation in the workshop.
- Resolve any Customer follow up action items.
- Assume responsibility for the update and maintenance of the geofile.
- Participate in the follow-up review.

### INITIAL TRAINING

System administration begins with training designed to enable you to perform the data entry required to configure the software Product functionality. Training provides instruction on how to set up, enter, and administer the operational and administrative needs of the system. Following training, you will be responsible for entering data into the code tables before user training begins.

Prior to the start of user training, you should have a draft of its data entry standards. During this training, Motorola will work with you to review and finalize the data entry standards. Following training, you will be responsible for formalizing policies regarding the data entry standards. This task must be completed before user training begins.



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A list of the included instructor led training classes can be found in the Flex Training Bundle Attachment.

### **Motorola Responsibilities**

- Deliver the contracted training courses (Flex System).
- Deliver training in accordance with the training plan.
- Provide a web link to access self-learning training for cloud application services.

### **Customer Responsibilities**

- Provide a training environment in accordance with the training plan.
- Assign personnel to participate in training.
- Finalize data entry standards.
- Enter code tables.

### **Motorola Learning Center (Online Training)**

Training is made available to you, in part, via Motorola's Software Enterprise Learning Center. This subscription service provides customers with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses delivered or supplemented by the Learning Center content are described in the training plan.

### **Motorola Responsibilities**

- Configure a Customer-specific portal view.
- Create a learner's path access account to the Learning Center for each user name provided by the Customer.
- Provide instruction to the Customer Learning Center Administrator on building groups.

### **Customer Responsibilities**

- Provide Motorola with names (first and last) and emails of your Learning Center administrators.
- Complete Learning Center Administrator training.
- Advise users of the availability of the Learning Center.
- Build groups as desired.

### **Instructor-led Training (On-site and/or Virtual)**

### **Motorola Responsibilities**

- Perform training in accordance with the training plan.
- Provide you with training Attendance Rosters and summarize any pertinent observations that may impact end-user training.

### **Customer Responsibilities**

- Supply classrooms with a workstation for the instructor, projector, and screen (or television), whiteboard or flip chart, and at least one (1) workstation for each student based on the requirements listed in the training plan.
- Designate training representatives who will work with the Motorola trainers in the development and delivery of training.
- Conduct end-user training.



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**Motorola Deliverables**

- Electronic versions of User Guides and Training Materials.
- Attendance Rosters.

**Federal National Incident Based Reporting System (NIBRS)**

Crime reporting functionality is delivered as part of the software delivery task and is provisioned through the provisioning activities outlined in this SOW. Given the critical nature of crime reporting, the following supplemental tasks are provided for emphasis:

**Motorola Responsibilities**

- Deliver the NIBRS reporting capability.
- Collaborate with you to understand any provisioning parameters that may be or are impacting NIBRS submission acceptance in the event of an initial failed submission.
- Delivery Motorola NIBR Training class 503-V.

**Customer Responsibilities**

- Maintain code tables to account for any requirements necessary to be compliant with state specific reporting requirements, changes, or additions, as required by the State.
- Initiate a NIBRS submission to the State.
- Resolve any provisioning issues impacting State submission acceptance.

**Reports**

Motorola will deliver the standard reports library and, unless specifically contracted, has not included the effort to develop any Customer-specific or Customer-defined reports.

**Interface Validation**

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with the user experience as reviewed during the Interface Planning Session.

Motorola is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on your third-party systems.

Interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of your third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the user experience. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

**Motorola Responsibilities**

- Conduct Interface Validation demonstration.
- Develop a Remediation Plan for anomalies that do not align with Motorola's stated user experience.
- Manage the Remediation Plan and take Motorola remediation actions.

**Customer Responsibilities**

- Provide access to a resource with access to the interfacing system to validate functionality.



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- Witness the execution of the demonstration and acknowledge successful completion.
- Participate in the documentation of anomalies and work with Motorola to develop remediation action.
- Coordinate and manage your remediation actions.

**Motorola Deliverable**

- Completed Interface Validation Results.
- Remediation Plan (as applicable).

**OPERATIONAL CUT OVER**

Operational Cut Over is a series of planning of tasks and execution of those tasks to transition the Customers from legacy system to operational use of the new Motorola Flex System.

**Cut Over Planning and Beneficial Use**

Following the conclusion of the product validation, Motorola will provide support of your efforts in commencing live operation of the system. Motorola resources are supplemental to your resources and provide support to your trainers and subject matter experts. Your trainers and subject matter experts are the first line of support to end users in the transition of live operations from your legacy system to the Motorola system. Motorola will work with you to develop a detailed Cutover Plan. This plan includes the following information:

- Motorola and Customer resources and staffing. (Recommend that only (3) Administrative personnel on the Customer side attend)
- Pre-cutover tasks/activities to be performed leading up to cutover.
- Readiness review meetings.
- Contingency/roll-back plans.
- Cut Over tasks and responsibilities during and after the live cut.
- Post live cut support resources and schedules.
- Issue reporting process.
- Develop the Remediation Plan.
- Escalation process.

Note: The Remediation Plan will identify the remediation action and the action owner (Customer or Motorola).

Remediation steps may involve provisioning modifications, system configuration changes and or software version updates.

**Motorola Responsibilities**

- Facilitate meetings with your staff to develop and document the Cutover Plan.
- Schedule the Cut-Over with you.
- Support your efforts in cutting over to the new system.

**Customer Responsibilities**

- Coordinate the participation of your technical and operational staff in cutover planning and development and documentation of the Cutover Plan.
- Schedule Customer resources to support Cut Over.
- Communicate the Cut Over transition to the user base.
- Identify Trainers and SME's who will serve as first line support to end users during Go-Live activities.



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- Manage Cut Over activities.
- Perform and support the cutover activities defined in the Cutover Plan.

**Motorola Deliverable**

- Cutover Plan.

**Cut-Over Follow Up**

Following the Cut Over schedule a time to review operational use of the system and address any training, process configuration questions or concerns that you have gathered as a result of using the system in a production environment. This on-site three (3) day activity will be conducted Tuesday through Thursday 8:00 p.m. to 5:00 p.m. local Customer time. The Cut-Over follow-up is the catalyst for transitioning you into Motorola Support.

**Motorola Support Engagement**

Motorola will schedule a Support Engagement meeting between the Project Manager, Customer Support Manager (CSM), Focal Support Technician, and your project team representatives. The CSM will review the Customer Support Plan with you, including the process for obtaining support and contact information.

**Project Closure – Transition to Support**

Following the Cut Over Follow Up Event the service delivery is complete. Motorola and the Customer certify the Software System Completion milestone and the implementation project is formally closed.

The system is transitioned to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

**FUTURE MIGRATION**

During the term of the subscription, you may opt to transition to Motorola's **full cloud CAD | RMS suite**. Exercising this option will limit scope to all functionality contained in the **full cloud CAD | RMS suite** base offer and all available cloud add-on subscription and services that are equivalent to your on-premises functional entitlements, at the time of full cloud suite adoption.

Professional services associated with provisioning and/or training end users on Motorola's **full cloud CAD | RMS suite** will be available at an additional price.



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## ATTACHMENT – FLEX TRAINING BUNDLE

The following instructor-led courses are included in the Flex standard training package. The instruction delivery method, onsite at your training facility or remotely via web conferencing is noted. Motorola offers in-person onsite, virtual, and Learning Center training. The Learning Center provides additional Computer-based courses available on demand during the deployment process and up to 30 days after Cut-Over.

- On-site – In-person training from an onsite instructor conducted at the Customer's facilities.
- Virtual – Virtual instructor-led training (class will be recorded and made available for future Customer use).

Below is an example of all of the training Motorola Solution has to offer. Training will be customized based on the Customer System.

Course Module	Max No. Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
Flex System Admin (100-O)	12	1	12	On-site	24
Flex CAD End User (200-O)	12	2	24	On-site	24
Flex CAD Mapping End User (202-V)	12	1	12	On-site	2
Flex CAD Admin (101-O)	12	1	12	On-site	24
Flex Mobile End User without Forms (300-V)	15	1	15	Virtual	4
Flex Alarm Tracking End User (603-V) Plus Course	15	1	15	Virtual	4
Flex Law/Mobile Admin (102-O)	12	1	12	On-site	24
Flex Mobile End User with Mobile Forms (302-O)	15	1	15	On-site	8
Flex Records End User (501-O)	15	2	30	On-site	4
Flex IBR Admin and End User (503-V)	15	1	15	Virtual	12
Flex Evidence Management & Barcoding (505-V)	15	1	15	Virtual	4
Flex Offender Tracking End User (601-V)	15	1	15	Virtual	2

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Course Module	Max No. Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
Flex Pin Mapping End User (604-V)	15	1	15	Virtual	2
Flex Personnel End User (605-V)	15	1	15	Virtual	3

A comprehensive training plan with course descriptions is provided post-contract or upon request during the sales process.



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# Flex Subscription Offer

## System Description

### Solution Summary

Motorola Solutions is pleased to present the following system for the Smith County Sheriffs Office , (hereinafter referred to as the "Customer"). Our system is based on our interpretation of the requirements presented in your Request for Proposal and responses to questions you provided on 05-22-2025 derived from our discussions with you.

<b>This Solution is comprised of the following elements which are further described in detail throughout this System Description:</b>
<b>Flex Integrated Hub</b>
<b>Flex Computer-Aided Dispatch - Plus</b>
<b>Flex Mobile - Computer-Aided Dispatch</b>
<b>Flex Mobile - Records</b>
<b>Flex Records Management System - Plus</b>
<b>Additional Ala Carte Modules &amp; Interfaces</b>
<b>Cloud Hybrid Functionality</b>
<b>GIS Consulting Bundle (80 Hours)</b>
<b>ArcGIS Pro Migration, GIS Server Migration</b>
<b>Second Server Support</b>

The Flex Subscription offer delivers a hybrid-connected suite that transforms your agency's operational capabilities through rapid cloud activation and feature provisioning. This approach accelerates your time to value, with Motorola's dedicated Customer Success team playing a pivotal role in ensuring effective feature adoption from the outset.

### Flex Subscription Offer Description

Flex Subscription is a hybrid solution that encompasses a combination of on-premises software functionality and cloud-based features ("Hybrid Features") over the term of the subscription.

During the term of the subscription, the Customer receives continuous software maintenance, support, and upgrades, as well as new features & capabilities offered as part of the Flex Subscription base subscription offer. Motorola Solutions reserves the right to provide functionality via the on-premises equipment or through cloud-based services.



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New Product(s) offering features and benefits beyond the contracted Solution will be presented to the Customer for consideration. Such offerings may incur additional costs, and will be communicated as add-ons subscriptions (amendments) to the original subscription agreement.

The Customer, upon mutual agreement with Motorola, may elect to transition to Motorola's full cloud CAD and RMS Management system suite. Upon such transition, the scope of this subscription will be limited to the functionality contained in the base offer of the Cloud Suite, and, to the extent available at the time of transition, equivalent features to Customers on-premise system. Any professional services for provisioning, configuration, and training users on the cloud suite will be available for purchase separately from this subscription.

## Flex Subscription Hybrid Features

Included in the Flex subscription base offer, the Customer will have access to various hybrid features and cloud-based functionality. Subscription customers are authorized to use any CAD | Mobile | RMS hybrid feature that has a comparable on-prem equivalent, such as the CAD Web Client or Multi-Agency Search. As mentioned previously, new cloud-based features and benefits beyond the contracted solution will be available for purchase separately as an add-on to the base subscription. Examples of these add-on subscriptions include the CC CAD Disaster Recovery for Flex and the CC Responder Field Reporting Forms.

It is understood that throughout the duration of this agreement, Motorola Solutions may innovate and introduce additional CAD | Mobile | RMS cloud-based functionalities. Subscribers are hereby granted the authority to access and utilize any hybrid feature within the CAD | Mobile | RMS suite that aligns with their on-premises authorizations at time of hybrid feature release. Motorola solutions may introduce additional cloud-based functionalities which enhance the value and capabilities beyond the scope of the original contracted solution. These new features, should they emerge during the active contract period, may not be automatically included in the base subscription, but rather will be made available for current subscribers to acquire as an optional, supplementary purchase.

Motorola Solutions explicitly maintains the right, at its sole discretion, to (a) extend such features and functionalities to on-premises systems or through cloud services, and (b) unveil novel features or advancements as part of a Major Release.

While several hybrid features will be available from the outset of the Customer's (see list below), additional cloud-based features and improvements will be made available throughout the term of the subscription.

### CAD Hybrid Features

- CAD Web Client
- CommandCentral Responder CAD
- Assist Map
- Agency Alerting
- Public | Private Incident Collaboration

### RMS Hybrid Features

- Multi-Agency Search

### Subscription Support Services

- Endpoint Security

## Flex Integrated Hub General Functionality

### Solution Description

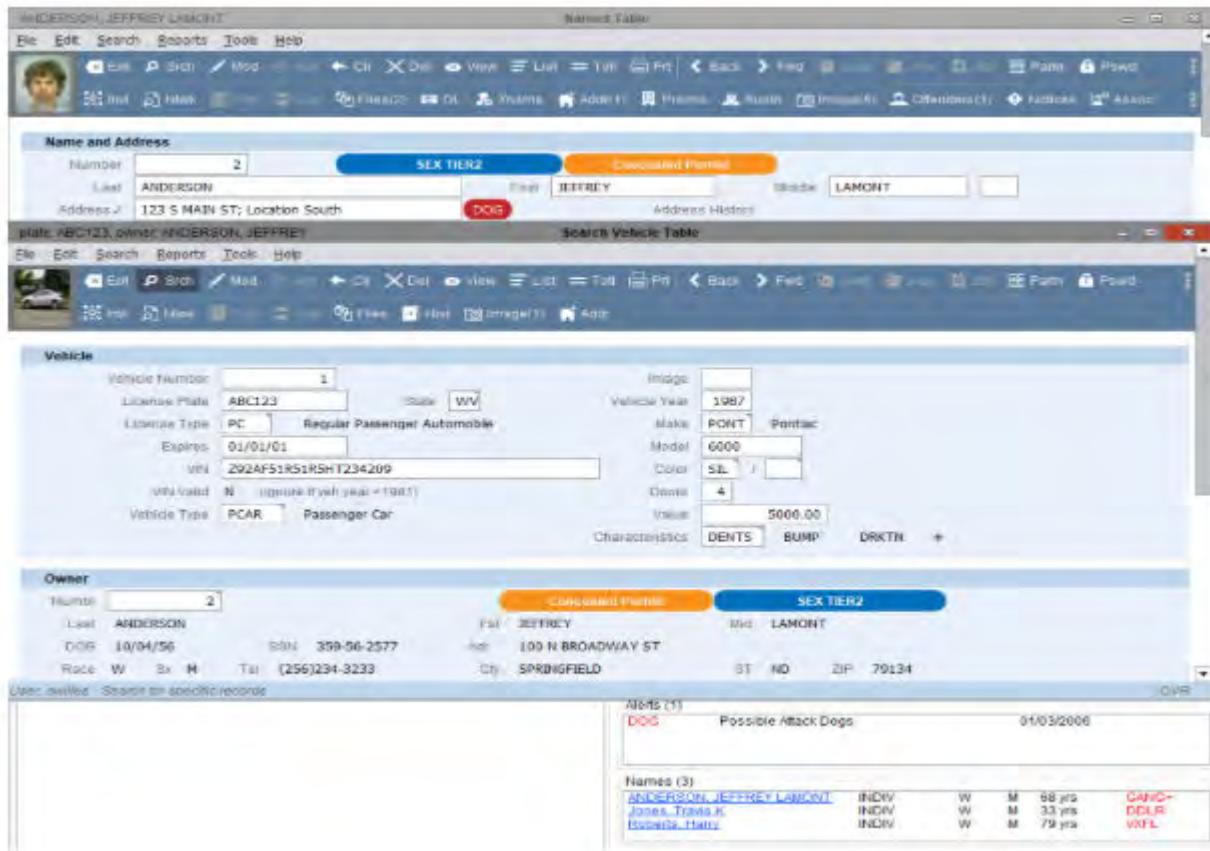
#### General Hub



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Flex's Hub design allows all information to be entered, stored, and extracted in real-time. Additionally, all applications in the system reference the same repository of information, preventing duplicate data entry and saving time. Lastly, it provides agencies with instant access to information as soon as they enter it into the system. The Flex system provides these time-saving benefits with the following technology:

- Centralized database
- Central tables that cross-reference information system-wide



The screenshot displays three integrated modules within the Motorola Flex system:

- Name and Address:** Shows a record for ANDERSON, JEFFREY LAMONT. The address is 123 S MAIN ST, Location South. A note indicates the vehicle is a DOG.
- Vehicle:** Shows a vehicle record for a Regular Passenger Automobile with license plate ABC123. The vehicle is a 1987 PONTIAC 6000, color SIL, and value \$6000.00. It has characteristics DENTS and BUMP.
- Owner:** Shows the owner information for ANDERSON, JEFFREY LAMONT. The address is 100 N BROADWAY ST, SPRINGFIELD, IL 62701. The phone number is (217)234-3233.

Below the vehicle and owner sections, there are two tables:

ADS (2)		SEX TIER2	
DOG	Possible Attack Dogs	01/03/2006	

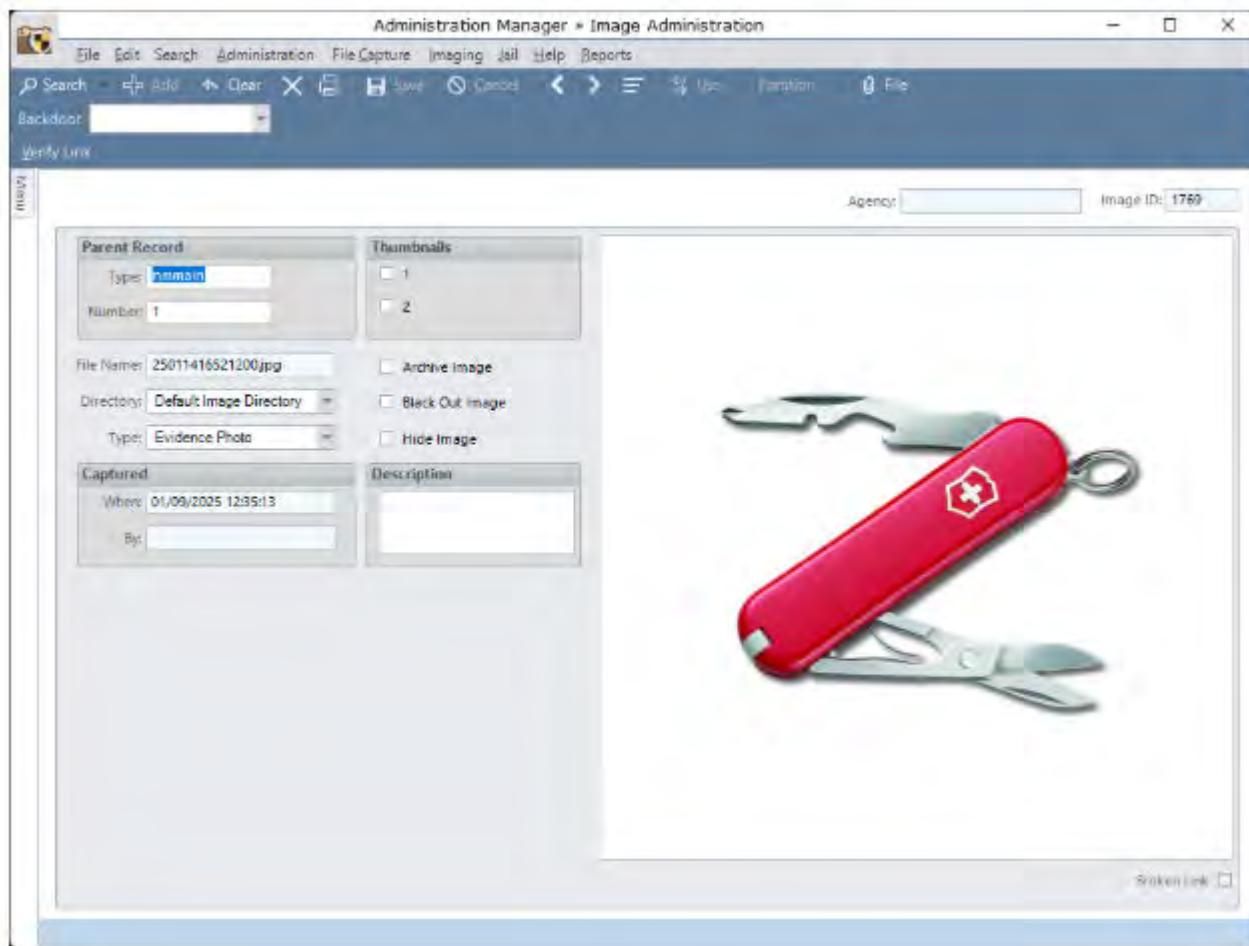
Names (3)					
ANDERSON, JEFFREY LAMONT	INDIV	W	M	68 yrs	CANDY
JONES, TRAVIS R.	INDIV	W	M	33 yrs	DOLLY
ROBERTS, HATTIE	INDIV	W	M	79 yrs	VAL

The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

## Imaging

The Flex Imaging module allows agencies to create a library of full-color digital images that are fully searchable from anywhere in the system. Mug shots, accident photos, and other images can be stored in multiple locations throughout the system and viewed by other users. The program is an all-in-one application for importing, organizing, editing, and sharing photos. Because it connects seamlessly with other modules in the Flex software, agencies are able to do more with their information.





## Unlimited Capture Workstations

Flex customers can choose to make every user workstation an image capture station at no extra cost. No extra licenses are needed to operate our Imaging module, and users benefit from the convenience of unlimited capture workstations, while agencies take advantage of the long-term savings.

## Quick View of Images

Images appear as thumbnails on all Flex records. Click the thumbnail to view the image, or any archived image. Users can see differences between new and old images, allowing personnel to determine if a subject has changed his or her appearance.

## File Description

Users can quickly access information about each file attached to a particular record. Flex's File Capture feature allows users to enter the complete name of each file and create an accompanying description. Icons displayed on the record enable users to see what types of files are attached without opening them.

## File Capture Technology



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Flex's File Capture feature allows users to quickly organize images and other files. Users can easily add files to a record by dragging and dropping them onto the correct field. They can do this with single or multiple files. Users can also create an accompanying description for each file to promote easy content identification by other users.

## Intuitive Editing Features

The Imaging module gives users access to several tools for enhancing and editing the quality of digital images. For example, if photos taken at an accident scene are less vivid than expected, users can easily adjust brightness, sharpness, and contrast with the click of a button. Users can also rotate and resize images as needed.

## Geographic Information Systems (GIS)

GIS technology is at the core of Flex's mapping technology. GIS helps users make proper decisions based on accurate location information. We partner with Esri®, the nation's most trusted mapping provider to leverage the latest technology. Flex GIS interfaces directly with the Esri® ArcGIS server, eliminating an agency's need to load mapping information into the local database.

## Dispatch-Friendly Features

Flex's GIS solution maximizes dispatchers' use of the system. It automatically routes every call to the correct dispatcher, and reduces the likelihood of responding to the same incident twice. Additionally, our solution gives dispatchers the tools to make sure the closest unit responds to a given call. Flex provides these solutions with:

- Zone assignments
- Alerts for duplicate calls
- Directions to call locations
- CAD Mapping and Mobile AVL

## Common Place Names

Agencies can customize the Flex GIS solution to reflect specific jurisdictions. Agency-defined common place names save users time by allowing them to input place names instead of street addresses. For example, users can enter "State Capitol" instead of the capitol's street address. The system also accommodates landmarks, mile markers, highway exits, street intersections, and overpasses based on how the agency builds the database.

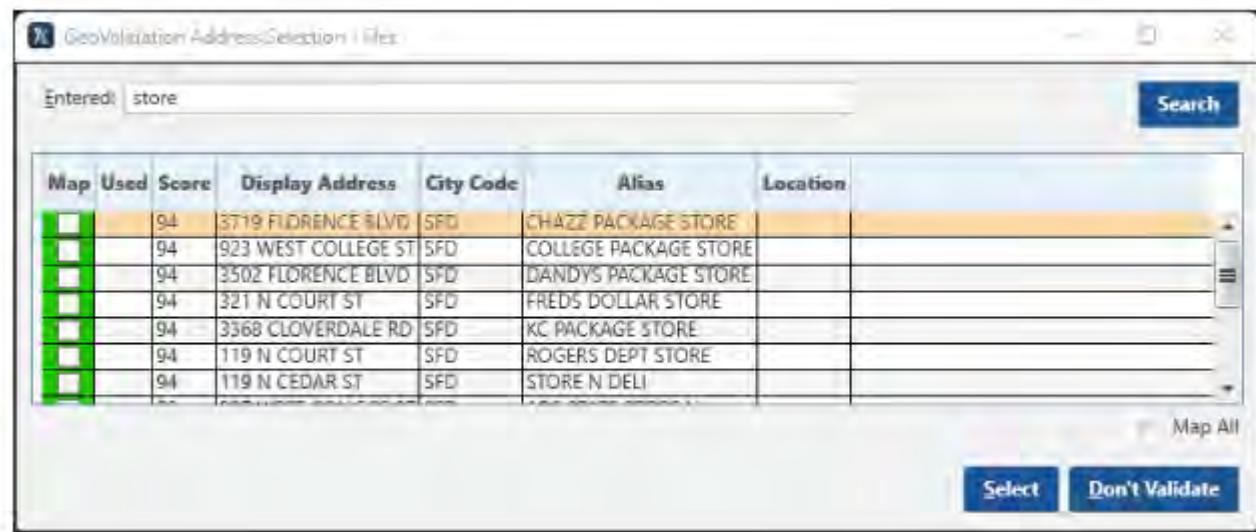
## Accurate Address Verification

Flex's GIS solution optimizes agency responses, eliminates confusion, improves accuracy, and gives users the ability to quickly identify correct addresses when the system cannot find an exact match. The system's address verification does this by displaying:

- Accurate and verified geographic information
- Specific addresses and intersections, including x- and y-coordinates
- Color-coded address candidates
- Flex's Address Selection screen



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The screenshot shows a software window titled "GeoValidation Address Selection | Flex". In the search bar, the text "store" is entered. Below the search bar is a "Search" button. The main area is a table with the following columns: Map, Used, Score, Display Address, City Code, Alias, and Location. The table contains the following data:

Map	Used	Score	Display Address	City Code	Alias	Location
✓	94	3719 FLORENCE BLVD	SFD	CHAZZ PACKAGE STORE		
✓	94	923 WEST COLLEGE ST	SFD	COLLEGE PACKAGE STORE		
✓	94	2502 FLORENCE BLVD	SFD	DANDYS PACKAGE STORE		
✓	94	321 N COURT ST	SFD	FREDS DOLLAR STORE		
✓	94	3368 CLOVERDALE RD	SFD	KC PACKAGE STORE		
✓	94	119 N COURT ST	SFD	ROGERS DEPT STORE		
✓	94	119 N CEDAR ST	SFD	STORE N DELI		

At the bottom right of the interface are "Select" and "Don't Validate" buttons, and a "Map All" link.

## Reverse Geocoding

Flex GIS simplifies operations by translating geographic coordinates into estimated addresses plotted on a map. By reverse geocoding data, users can quickly select the appropriate location for any situation. When users enter coordinate data, the software displays a list of all matching addresses.

## Safe Incident Response

Our GIS solution improves officer safety by notifying users of warrants, alerts, and past criminal incidents associated with an address. Visual alerts allow users to make informed decisions and prepare for any possible scenario. For example, address alerts appear in red, and indicate details about any previous incidents. If an address has multiple alerts, a plus sign (+) appears at the end of the alert.

## Active Directory

The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

The Flex Active Directory Integration Tool is a feature of the Flex product designed to simplify the user login process and streamline the management of user accounts. Once configured, the feature is transparent to end users, allowing them to log into the Flex product using their standard Windows username and password. Administration of the tool is managed within a Flex web application.

Active Directory integration is available for Windows and Linux customers with Multi Domain Active Directory. There is currently no solution for AIX customers.

## Benefits

- Simplified Administration - User authentication and group membership are managed in a single place, Microsoft Active Directory
- Fewer usernames and passwords to remember - Users need only know their Windows username and password
- Leverage existing resources - Agencies can take advantage of existing personnel knowledge and skills to manage user accounts



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## Features

- User authentication against Microsoft Active Directory
- Auto creation of APNAMES records from Microsoft Active Directory
- User synchronization with Microsoft Active Directory
- Group synchronization with Microsoft Active Directory
- Group membership associated with Microsoft Active Directory Security Groups
- Support for Nested Group Memberships
- Support for Windows and Linux
- Multi Domain Support

## Customer Responsibilities

- Successful agencies will have a dedicated resource as the local Admin for current active directory (AD) deployment at the agency. AD administrators will be responsible for AD and ideally will be involved in the initial setup of the current AD they have in place.
- Motorola personnel will be able to assist with webapp configuration, but the bulk of the configuration must be completed by the agency.
- Every Flex group utilized in the system must be set up in the original AD infrastructure.
- Motorola requires LDAP-S for security. The agency's admin or IT must provide the certificate file and any configuration needed (networking, etc.). The agency must have this enabled on the AD server, and provide the certificate.

## Data Replication

The Data Replication Tool is a web application designed to provide a secure, robust tool for replication of a Flex c-tree database to an external customer database. Nearly all tables are available for replication, and the application gives customers the ability to choose which tables are exported based on their operational needs.

### Stable Reporting

The Flex Data Replication module eliminates the need for agencies to query against a live Flex database, allowing personnel to access the reports they need, when they need them, without having to consider how it may impact the system. This module creates a stable platform upon which reporting applications, such as SAP's Crystal Reports Server, can be added to create custom reports.

### Flexible Reporting Options

Being locked into one specific reporting tool can limit an agency's use of its Flex system. By using the Data Replication module, agencies can employ any industry-compliant technology they choose for accessing information. Personnel can then conveniently use a consistent set of commands for both their live and back-up database. Once an agency exports its live data, personnel can expedite their reporting capabilities using any tool available to easily move data from live to back-up databases – without being locked into any single application.

### Familiar Database Use

The Data Replication module allows agencies to make the most of their existing IT expertise in other database services. Users can choose to export data to a separate database running either Microsoft SQL or MySQL.

### Benefits for Flex Customers

The Data Replication Tool provides the following benefits to Flex customers:

- Isolates the reporting/ODBC queries from the production system, yielding an increase of stability and performance on the production system.
- Provides improved functionality over the FairCom ODBC and JDBC drivers.



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- Allows customers to leverage their existing expertise in other database technologies.

**Important Note**

It is important to note that this module is designed to provide data for a reporting server. It is not intended to be used as a disaster recovery, hot backup, or high-availability solution, and it cannot replicate data to another c-tree database. Additionally, it is each agency's responsibility to manage or maintain the server, server operating system (OS), or the chosen database management system (DBMS).

In addition, our partner, Solutions II, offers a wide range of services including implementation and managed services. We will be happy to provide more information upon request.

## StateLink

Agency personnel can use a single query into state, national, and other external databases to access information about wanted persons, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data. Queries are sent securely and can be accessed from the StateLink request screen, from the ComputerAided Dispatch (CAD) module, or from a record within another Spillman Flex module. State-specific transaction forms are available to meet agencies' custom needs, and administrators can set security privileges to regulate access. Flex's StateLink is integrated with CAD and Mobile for convenience. Personnel can easily search for queries directly from the CAD screen, they have access to valuable information without requiring an additional terminal. When integrated with the optional Mobile State & National Queries module, field officers can query local, state, and national databases simultaneously for instant data on names, vehicles, property, wanted persons, and available images (where applicable).

## Flex Subscription Support Services

### Endpoint Security Solution Description

#### Overview

Identifying and mitigating cyber threats requires continuous monitoring and technical capabilities to distinguish real threats from millions of alerts, as well as the expertise to quickly evaluate and remediate them if needed. Endpoint Security for the Flex subscription provides a component of a complete cybersecurity program for protection against cyber threats like malware. The endpoint solution is customized and tested for interoperability, performance and upgradeability with Flex releases.

The Endpoint Security solution can help secure your agency's Motorola Solutions applications and devices through a combination of endpoint security, security platform, and the expertise of Motorola Solutions' cybersecurity analysts in our Security Operations Center (SOC).

#### Endpoint Detection and Response

The Endpoint Security solution leverages best-in-class Endpoint Detection and Response (EDR) tools with the security platform that allows for investigation and orchestrated response actions to protect monitored endpoints. The EDR agent is tested, verified, documented and supported on the Flex endpoints.

EDR integration with the security platform 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. With EDR, analysts are able to initiate response actions (i.e., isolate host, ban or block a file hash, kill a process) on endpoints to respond to detection of verified malicious activity on the Flex monitored endpoints.

#### Security Operations Center Services

Endpoint Security includes monitoring by Motorola Solutions SOC analysts to investigate and respond to endpoint threats on a 24/7 basis. The SOC team operates from secure, redundant locations in the United States, and can securely operate



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at remote locations if necessary. Team members complete regular training on customer data management and privacy to protect sensitive customer data. If a threat investigation requires input from your agency's security team, the SOC will create a security case and follow defined escalation procedures for each priority level.

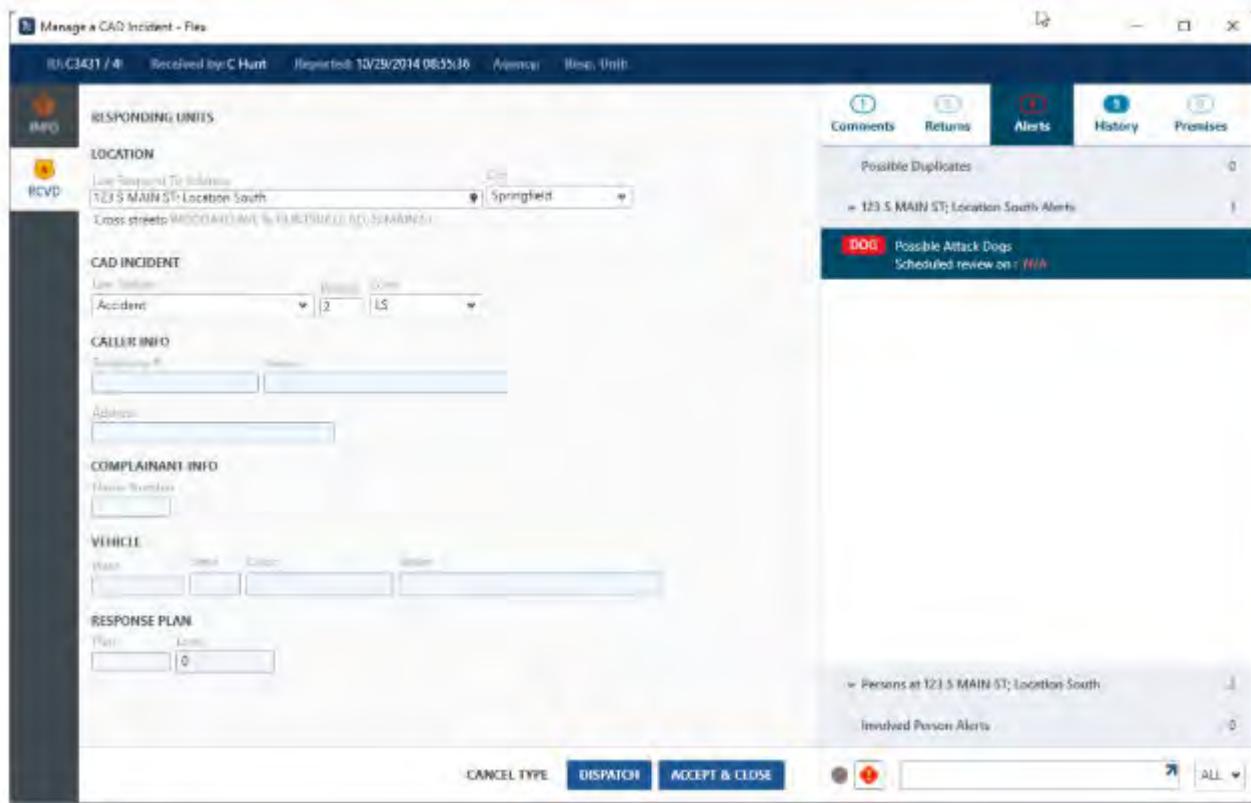
## Flex Computer-Aided Dispatch

### Solution Description

#### Flex CAD

Flex CAD enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies. The following highlights a few of the system's advanced features that help to ensure the immediate dispatch of the most appropriate units, including:

- Real-time call updates
- Unit responses
- Automatic alerts for wanted persons and dangerous locations
- Customizable special instructions in question/answer format



All system modules are fully integrated, enabling dispatchers to easily access data from any table, virtually eliminating duplication and redundancy. This integration allows users to generate incident reports with the most current system data, improving dispatch accuracy, maximizing time, and increasing officer safety. For example, users can instantly query name, vehicle, property, and law incident records directly from Flex's Records Management System without leaving the CAD status screen.

#### Visible Name and Address Alerts



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The system's Alerts feature prepares officers for call response and enables them to anticipate hazards. Users can easily share information regarding unsafe historical incidents, and alerts appear in red so dispatchers can quickly identify impending dangers and communicate any safety concerns. The alerts module accomplishes this by:

- Providing information about individuals and locations
- Allowing users to view address or name-related hazards
- Allowing dispatchers to tag a record with one or several alerts

## Flexible User Functions

Flex CAD accommodates both new and advanced users. Experienced dispatchers can simplify steps with keyboard shortcuts, or use the command line to operate the system. This flexibility allows users to train at their own pace. New users can easily adapt to the system by performing the following actions:

- Selecting icons
- Dragging and dropping
- Right-clicking

## Real-Time Status Alerts and Timers

The system's alerts and timers help ensure officer safety by keeping dispatchers aware of all call and unit activity. Additionally, they inform users of any actions needed or time lapses exceeding agency thresholds with audible and visual alerts that provide real-time status updates.

## Multiple Sessions

The system's flexible architecture maximizes operational efficiency by enabling users to open multiple CAD sessions at a time. The screenshot below shows how any authorized personnel can open and manage multiple command lines representing multiple sessions.

## Quick CAD Commands

Flex's CAD command line can maximize dispatcher efficiency. Every action the system supports can be executed using quick CAD commands, saving users valuable time as they dispatch units, add calls, and search data.

## Automatic Radio Log Entries

The system's automatic radio log functionality saves users time while increasing unit safety. The CAD solution automatically tracks radio transmissions, and creates a log entry for every status change. This ensures all communications are recorded with complete accuracy, and allows dispatchers to focus on other time-sensitive tasks. Consequently, units have immediate access to timely information, and administrators can review all unit activities at their own discretion.

## Customizable Screen Options

Flex allows dispatchers to customize system settings to their full advantage, allowing them to streamline their task execution through individual customization. For example, agencies can choose to display only calls from specific geographic areas, or lock the settings system-wide for uniformity. Some of the features that users can customize include:

- Display windows
- Column settings
- Toolbar buttons
- Right-click commands
- Color display options

## E9-1-1 Interface



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The Flex E9-1-1 interface improves the effectiveness and dependability of wireless 9-1-1 services by quickly identifying the location of a cellular user, allowing agencies to pinpoint cellular call locations. As the interface receives automatic number and location information (ANI/ALI) from a standard E9-1-1 system, it populates the data to the Flex CAD system. Additionally, the system meets federal regulations for Phase I and Phase II compliance, ensuring agency compliance with regulations. The following highlights several key advantages:

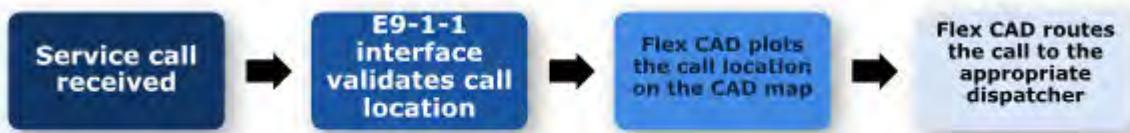
## Automatic Field Entry

This feature minimizes data entry requirements, enables the rapid creation of accurate call records, and reduces the potential for data entry errors. The information it automatically adds to the CAD screen includes:

- Contact name.
- Address.
- City.
- Phone number.

## Accurate Mapping

When used with the Flex CAD and CAD Mapping modules, the E9-1-1 Interface improves data accuracy, promotes faster response, and enables users to make informed dispatching decisions. As a service call is received, the E9-1-1 interface automatically validates the call location with the Flex GIS solution. Once verified, the call location is automatically plotted on the CAD map and routed to the appropriate dispatcher's screen. Dispatchers can view the street name, call location, and nearest cross streets.



## Call Data Preservation

Our E9-1-1 interface allows agencies to store valuable call information in the call record. When the agency receives a call from a wireless device, the initial Automatic Location Information (ALI) generally contains Phase I information. This information automatically populates the Address field of the Flex CAD Add Call screen. When an ALI rebid is performed to receive any additional Phase II latitude and longitude data, the updated location information also populates the Add Call screen. Agencies can configure to automatically transfer the original ALI information to the Comments field of the call record. Thus, the agency can perform continual ALI rebids to update location information while retaining a history of all ALI information received, providing continual situational awareness while maintaining location records for administrative purposes.

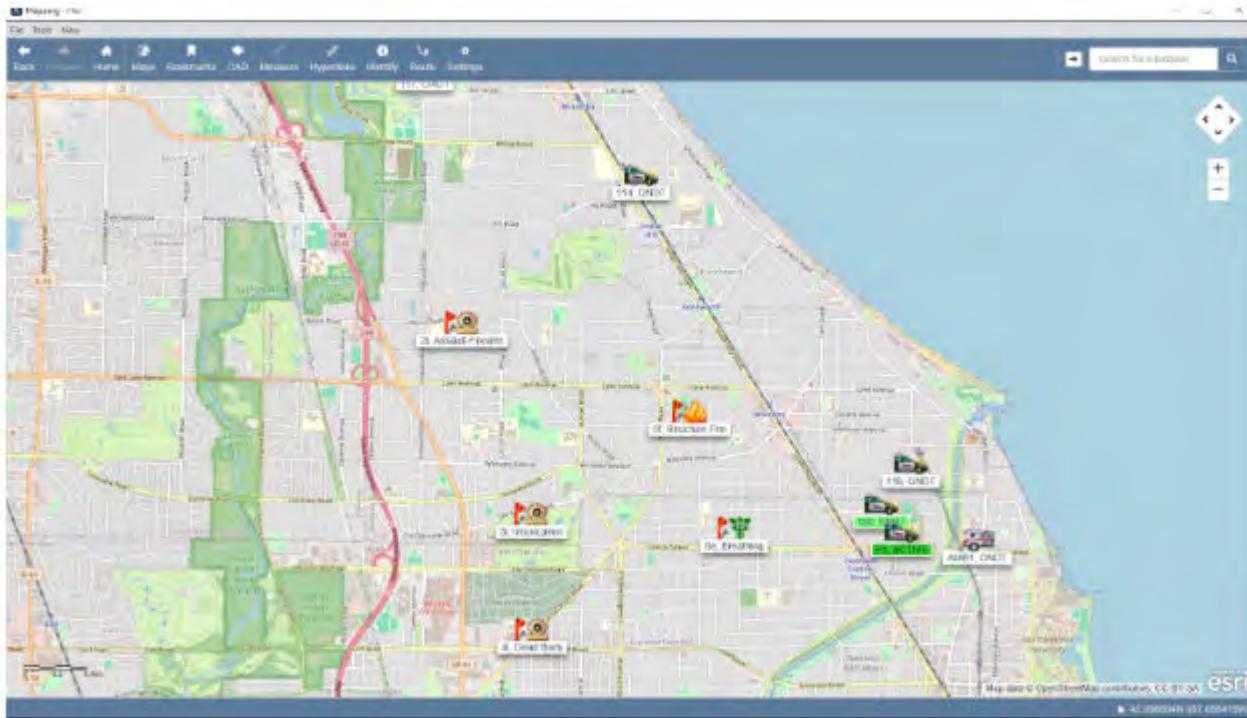
## CAD Mapping

The Flex CAD Mapping module provides users with powerful access to location and call information. Dispatchers can quickly view jurisdictional data, including street names, major buildings, landmarks, police districts, and fire/EMS zones. The system automatically plots call locations, and allows dispatchers to view detailed data. This instant access to refined data gives dispatchers the ability to rapidly dispatch the most appropriate units to each call, saving valuable time and enhancing responder safety in critical situations.

Dispatchers can also click on the map to view information about a specific location. Flex CAD Mapping uses the Esri® ArcGIS server to communicate directly with the GIS. This eliminates the need to load map data into a separate database, streamlining accurate address verification. Our mapping solutions are compliant with Phase I and Phase II wireless requirements, displaying longitude and latitude points at the approximate location of the call. The following highlights some key features of Flex CAD Mapping:



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## Flexible Dispatching

The flexibility of our system accommodates a variety of user preferences. Users can quickly and easily dispatch units using the mouse, or retain full use of the keyboard by:

- Dragging and dropping a unit symbol to a call, or vice versa
- Entering any function directly into the CAD command line

## Customizable Features

Flex facilitates efficient operation in accordance with user preferences by enabling agencies to configure CAD Mapping software to meet both agency and individual user needs. Agencies can do this in a number of ways:

- Customize map icons by selecting from a list and upload agency-defined symbols
- Center new calls on the map
- Add map layers such as street, landmarks, and districts
- Change map element colors to reflect roads, city boundaries, and more

## Mapping Toolbar

Flex's CAD Mapping toolbar streamlines the dispatching process with intuitive navigation tools. The system provides reminders of each button's function by displaying tool tips that enhance usability. Users also have the option to control the map directly from the CAD command line. Additionally, users can quickly navigate the maps with the following functionality:

- Zoom in
- Zoom out
- Pan
- View the entire map
- Change layer properties as needed



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## Call and Unit Information

Our CAD Mapping solution gives users direct access to call and unit information, ensuring improved response times and appropriate officer actions. The system automatically suggests intersections and addresses that require geo-validation as the user is typing. Timely access to data increases officer safety, improves response results, and helps defuse potentially dangerous situations. Users achieve this timely access by right-clicking on a unit or call symbol and selecting the specific information they want to view. For example, users can choose to view information regarding:

- Call number or nature
- Address
- Complainant
- Assigned officer

## System Integration

CAD Mapping fully integrates with the CAD and AVL modules, and our GIS system. With Flex's GIS, CAD calls automatically appear on the agency's jurisdictional map. Flex's AVL Mapping module, when used in conjunction with Global Positioning System (GPS), displays real-time location information for all units on the CAD map. With the system's radio integration, dispatchers can, upon demand, also view radio locations on the map, as well as when a radio emergency button is activated for real-time situational awareness and response. Any necessary radio programming to support portable location on the map is the responsibility of the agency.

## Automatic Vehicle Locator (AVL)

Our AVL Mapping module employs the highest technological standards for this type of software. Advanced AVL technology is leveraged to track the location of all fleet units using GPS receivers, providing dispatchers with optimal, critical situational awareness. The following is an overview of key features:

### Real-Time Unit Tracking

Knowing unit location in relation to an active CAD call enables users to quickly dispatch backup or provide further instruction. The AVL Mapping module allows CAD to display the real-time location of all AVL-equipped units. The software displays:

- Status
- Active call
- Assigned zone and agency
- Current location
- Most recent radio log entry

### Direct AVL

Direct AVL shows users the location of a unit the instant the vehicle is started, and its transmitter begins sending pulses. This information is sent directly to the agency using a combined GPS transmitter and wireless modem. Dispatchers can view the unit's real-time movements on the CAD map.

### Indirect AVL

Indirect AVL enables users to view the unit's movements on the CAD map. It uses a wireless modem to receive real-time location information from a GPS transmitter connected to a mobile laptop computer. The GPS data, with other information from the laptop, is then transmitted to the agency's dispatch center.

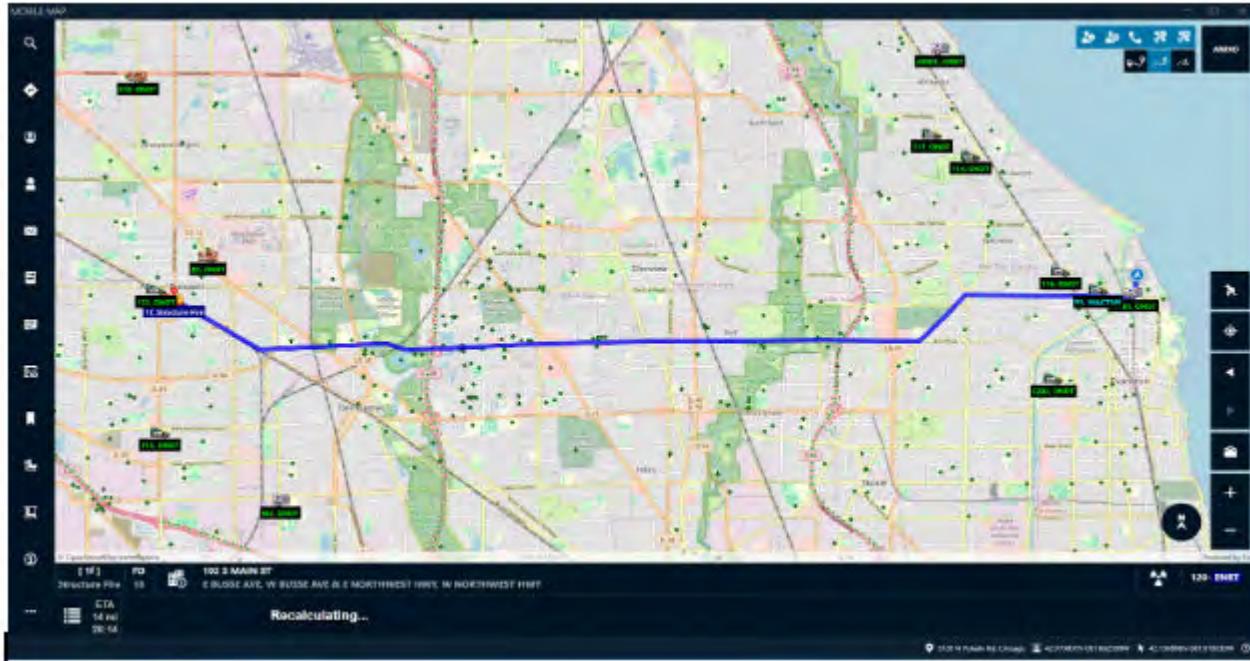
### Quickest Route

Dispatchers can use Flex's Quickest Route feature to determine the active unit with the fastest route to an incident, greatly reducing response time. Based on a unit's current location, the Quickest Route module calculates the total drive time to reach a call, and allows users to view the ideal route and driving directions. This feature takes into account the agency's



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local street network, while recognizing barriers such as rivers, canyons, and limited-access highways, enabling dispatchers to minimize time-consuming obstacles for responding units. In addition to proximity calculations, it computes actual drive time to determine which unit can respond first.



## Radio Integration

With Flex CAD, agencies can leverage their use of radios for enhanced situational awareness. Specifically, the software provides the following capabilities to streamlined communications and maximize user safety:

- Assign portable radios to first responders, and vehicle-mounted radios to units
- Enable dispatchers to change a radio's alias directly from CAD
- Display radio alias and fleet vehicle information for each unit within CAD
- Monitor radios from CAD with push-to-talk indicators that identify speakers in real time
- View radio talk groups directly within CAD

### Motorola ASTRO Radio Location Integration

Motorola ASTRO Radio Location Integration enhances dispatch capabilities by allowing them to see the location of an officer's radio as well as the vehicle on Flex's Computer-Aided Dispatch (CAD) map. Dispatchers can help ensure officer safety with status alerts on integrated dispatch maps, and add new GPS devices to the Flex system without spending time on additional setup.

## Response Plans

The Flex Response Plans module allows public safety agencies to prepare well-defined response plans that include personnel and resource recommendations, instructions, and guidelines for any call type or location. They can do this by defining agencies and units that will respond to a law, fire, or EMS call at a specified alarm level; or, by integrating Response Plans with other system modules like the Equipment Maintenance and Premises Inspection module. This enables agencies to ensure optimal responder safety and efficient responder allocation during critical situations where community safety is of paramount concern. The following highlights a few of the advantages offered:

### Unit Recommendations



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The software streamlines unit assignment for a specified call. Agencies can configure the system to recommend units when a response plan has been activated, and users can create plans that identify:

- Order in which units are commended.
- Units that have unique capabilities or equipment.

## Call-Back Assignments

The Response Plans module helps agencies prepare for a variety of incidents and request mutual aid from other agencies if needed. The plans include the following information:

- Call-back assignments.
- Instructions for agencies, divisions, shifts, and officers.
- Personnel with specific skills.
- Pertinent request information.

## Resource Management

Users have the ability to prepare responses that include equipment recommendations and instructions for any type of incident. These plans can include items such as:

- Map references.
- Water resources.
- Tiered recommendations for units, personnel, and other equipment.

## Premises Integration

Agencies can use the Premises Integration module with the Premises Inspection module to give personnel the information they need to make immediate decisions in emergency situations. This enables personnel to include specific information in their response plan, such as:

- Structure type.
- Hazardous materials on premises.
- Proximate populations.
- Additional instructions

## Rapid Notification

Flex's fully integrated Rapid Notification module allows users to send automatic report-of-call details to responding units. This module gathers information from the CAD screen and sends it to a printer at the responding agency. Individual units can also be notified of an event by email, text message, and/or phone call. Information gathered from the screen includes details such as:

- Address
- Nature of call
- Contact name and priority

## Return Sharing

Flex Return Sharing allows for an agency or agency's third party vendor to access encrypted StateLink responses using an API/access point that is CJIS compliant. These responses include Driver License, Vehicle Registrations, Wanted Person, and other NCIC and NLETS responses." (NOTE: The Return Sharing module is only compatible with StateLink 2.0)



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## Premises Information and HazMat

The Flex Premises Information and HazMat module enables agencies to respond accurately to disasters or calls at unfamiliar sites, facilitating timeliness and responder safety. They can record extensive data on residential, commercial, or public lots within a jurisdiction. Personnel can also view hazardous chemical data and obtain instructions regarding first-aid response, recommended protective clothing, and proper chemical handling. The following highlights several key advantages:

### Detailed Premises Data

Agencies can make informed decisions regarding appropriate incident response when they have detailed premises information. Users will know exactly which agency should respond, enabling quicker dispatch. They can quickly view structure information such as alarm types, alarm locations, number of floors, and a physical premises description. The system will also provide information regarding all responsible law, fire, and EMS agencies.

### CAMEO® Chemical Database

The ability to view hazardous chemical information can affect the health and safety of both agency personnel and the public. Users can link the Premises & HazMat module to the CAMEO® Chemical Database to view hazardous chemical information, aiding responders in maintaining responder and public safety. This database enables users to access data on more than 4,150 chemicals obtained from the National Oceanic and Atmospheric Administration (NOAA). Additionally, it provides instructions for handling chemicals and first-aid responses, and recommends protective clothing.

### Proximate Populations

The information an agency has about a population directly impacts citizen safety. Flex software enables users to store information about populations near a potentially hazardous business, such as a chemical plant or a toxic waste site. Within the proximate populations detail window, the information the agency can record includes, but is not limited to:

- Population name and type
- Maximum number of persons occupying the premises
- Population address
- Business hours

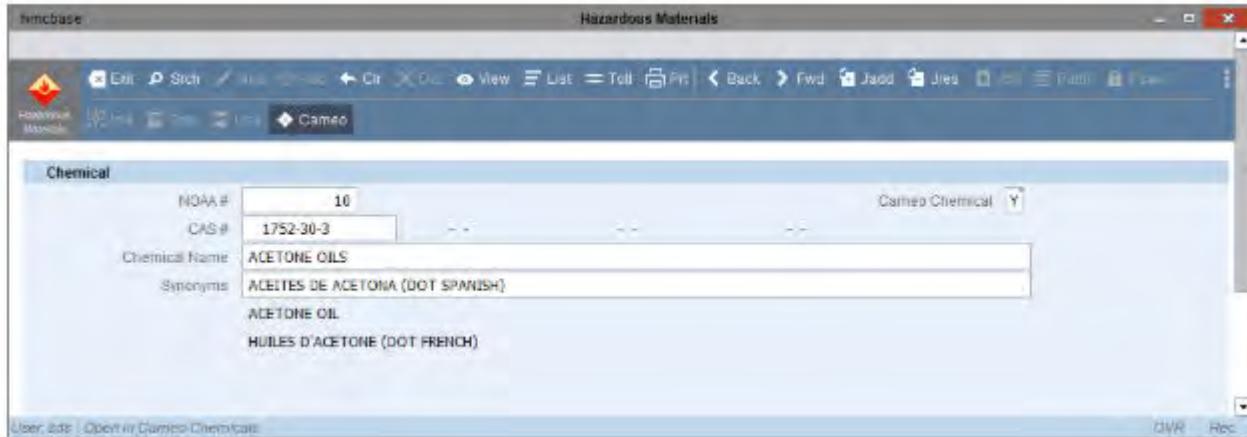
### HazMat Response

HazMat Response helps keep personnel safe by giving them the information they need to prepare for an emergency response involving hazardous materials. The information they can obtain includes:

- NOAA chemical number
- Health hazard potential
- Flammability
- Level of reaction
- Natural physical state
- Burning tendencies
- Appropriate firefighting tactics
- First aid procedures



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## Alarm Tracking and Billing

The Alarm Tracking and Billing module assists public safety personnel in record-keeping by:

- Assigning incident numbers
- Tracking false alarms
- Managing alarm tracking fees

### Comprehensive Alarm Records

This allows the agency to responsibly track all devices, including false alarm incidents. Users can add an alarm tracking record for every alarm in the agency's jurisdiction. Under the alarm record, users can enter:

- Billing information
- Alarm tracking agency
- Alarm type
- Law and fire activation incident numbers
- Unlimited comments for each alarm

### Fee Management

The Alarm Tracking and Billing module enables users to efficiently manage fees for alarm records. The system tracks incidents involving unregistered alarms, false alarms, and overdue bills. Users can create letters, tickets, and summaries for businesses and residents that owe fines. Proper tracking methods help ensure the agency collects the money owed to it, facilitating effective allocation and management of taxpayer money.

### Detailed Reports

Detailed Reports ensure detailed, accurate alarm tracking. Alarm tracking reports enable users to create lists of registered alarms and identify discrepancies in false alarm incidents. Pre-formatted reports will display false alarm counts, enabling the agency to more quickly identify a false alarm at a particular business or residence. In addition to calculating false alarm fees, Reports will also display revenue generated from false alarm fines.

## CAD Hybrid Features

### CAD Web Client



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The CAD Web Client is a light web-based CAD client that augments the Flex CAD on premise system, providing seamless bi-directional functionality between the CAD web user and the dispatcher in communications.

The product is useful for the following user groups:

- Dispatch supervisors
- First Responders
- Command Staff in need of real-time CAD monitoring
- Desk Officers
- Non-emergency call takers

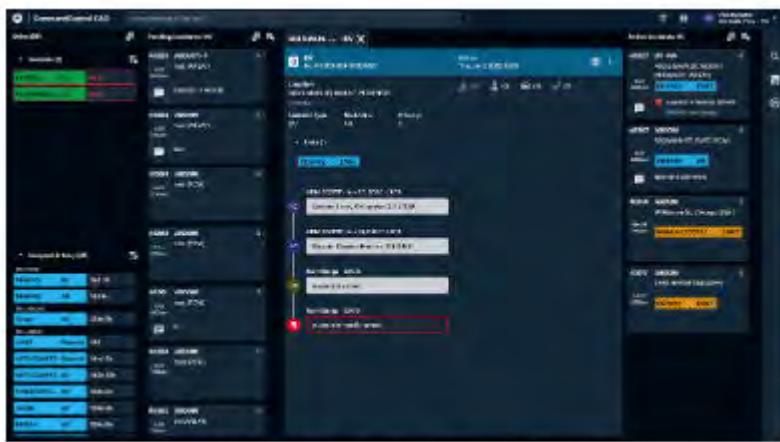
CAD Web Client provides authorized access to CAD incident and unit information via a Chrome web browser. The client provides the benefits of a cloud-based deployment without a need to VPN into a network to access critical CAD data. The application can be used on a single display or across multiple computer displays.

CAD Web Client also provides the capability to create single-agency / single-discipline CAD incidents with address validation against Esri World Geocoder as well as agency-owned GIS data. The application also provides the ability to assign Report numbers (single and multiple against owning and responding agencies). Users can also update CAD incidents (involved persons, vehicles, comments). The CAD Web Client is exclusively cloud-hosted by Motorola Solutions, utilizing Azure Government Cloud.

CAD Web Client provides basic incident search capabilities so that users can look up pending, active, and closed incidents by several parameters (CAD Incident ID, RMS Report ID, involved person's first, last name, and phone number, comments, address, and incident type). Users can also view incident history from within the Web Client UI to understand the chronology of events in a given CAD incident.

The customer will have access to the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and display of assigned units) including map layers
- Incident search capabilities
- Basic agency-based incident and unit monitoring permissions to restrict unauthorized access
- Viewing printable incident details report from CAD incident details.
- Incident history
- Incident management capabilities
  - Incident create (single/multi-discipline) with ESRI World Geocoder Field initiated incident
  - Unit assignment
  - Add comment, persons, vehicles
  - Incident close and reopen
  - Request a Records/RMS Report Number
  - Display of associated incidents
- Unit status update, place on/off duty



Single screen default view [Dispatch mode]



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CAD Web Client Extracted Status Monitors [single page view]

## CommandCentral Responder with FLEX CAD Solution Description

CommandCentral Responder extends the power of an agency's FLEX computer-aided dispatch (CAD) system directly to the field, putting critical incident details in the hands of officers—exactly when they need them.

Available for iOS and Android, this intuitive companion app seamlessly integrates with existing Motorola Solutions technologies, enabling officers to update their unit status, monitor incidents and responding units, add CAD comments, capture information, complete workflows and stay connected to the dispatcher while in the field.

This means faster response times, improved communication, increased situational awareness, and enhanced officer safety. CommandCentral Responder breaks down the barriers between Dispatch and the field, enabling officers to access critical information anywhere, anytime. No longer tethered to vehicles or clogging the radio airwaves, officers can stay informed, react swiftly and make more informed decisions, leading to a safer and more connected situation for everyone. CC Responder CAD supports the following Mobile Operating Systems:

- iOS 15 and after
- Android 10 and after

CommandCentral Responder is a cloud-based application that enables law enforcement officers to access FLEX CAD to view or update incident and status information using mobile devices.

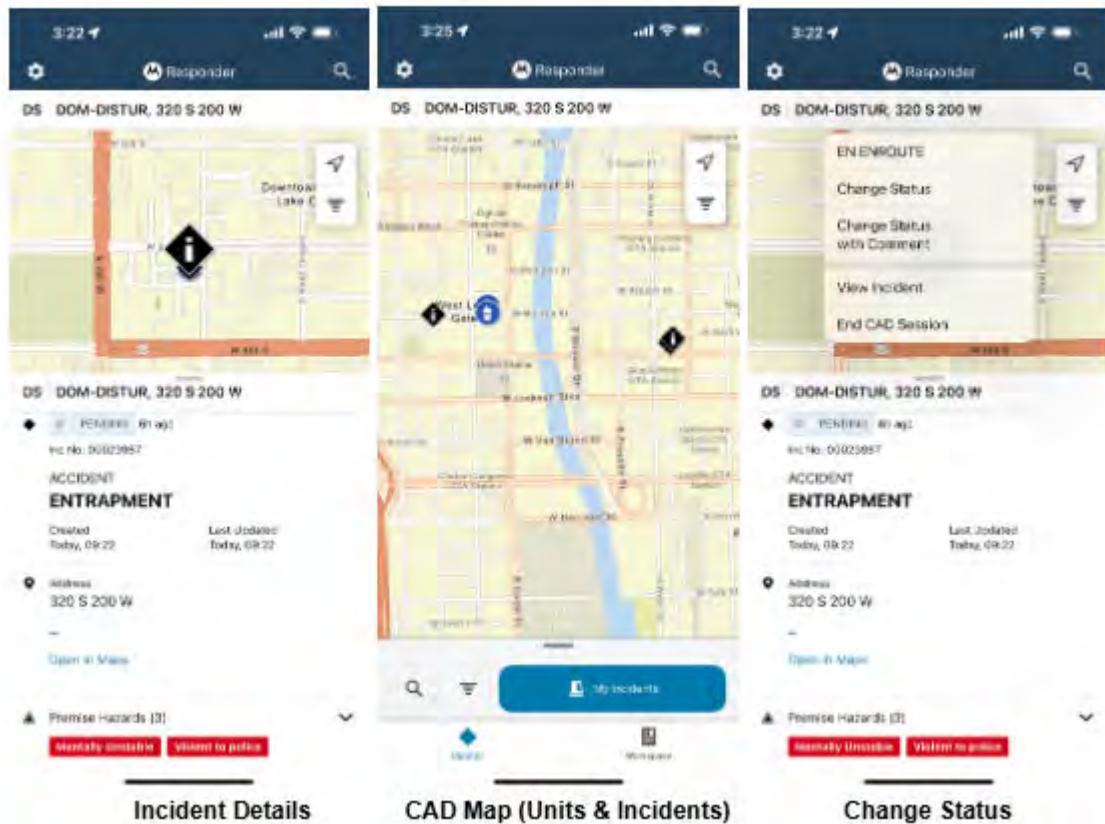


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**Figure 1: Sample CommandCentral Responder Incident Details Screen**

## CAD FUNCTIONALITY



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CommandCentral Responder CAD provides First Responders and other authorized personnel with the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and location of assigned units)
- Incident & Unit search capabilities
- Unit status update
- Address verification and reverse geocoding
- Premise hazards
- Apple CarPlay®
- Editing and Update capabilities
  - Incident creation
  - Self Assignment of Incidents
  - Send and Receive CAD comments
  - Unit status change
  - Incident close with disposition

## Configuration

During the deployment process, Motorola Solutions will configure CommandCentral Responder with your agency's required fields as defined by CC CAD or FLEX CAD tables, including the incident status, unit status, incident type, and various other CAD options.

## Responder CAD with CarPlay®

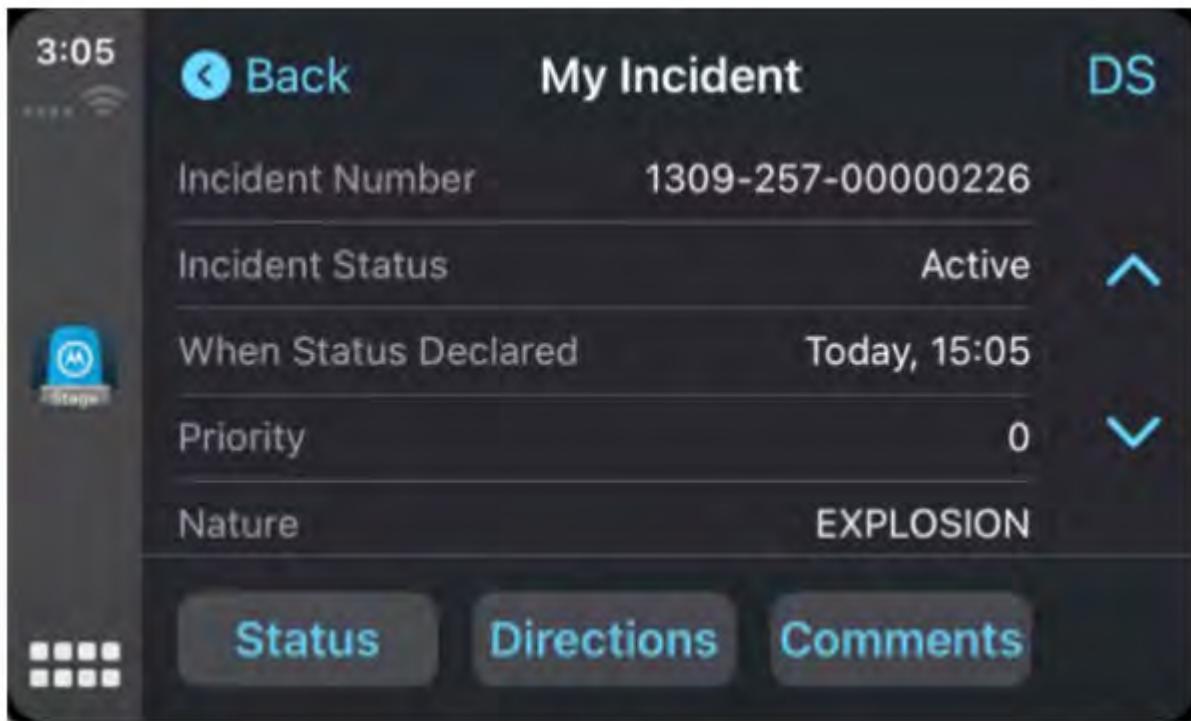
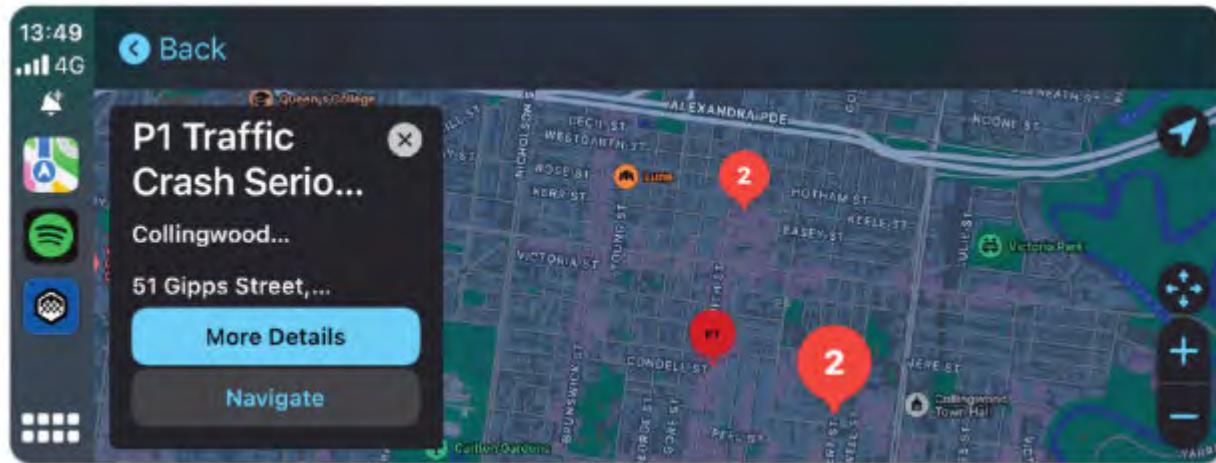
CommandCentral Responder on Apple CarPlay®—an integration that brings relevant mobile dispatch features to your patrol car's hands-free infotainment system.

Apple CarPlay® provides officers with intuitive, in-dash access to critical information from their agency's Flex CAD system. It is compatible with voice control features, allowing officers to stay focused on the road and obtain vital details and updates of an incident before arriving on scene. Officers can also use voice-to-text to dictate critical CAD comments to update details for all responding units while keeping both hands on the wheel.

Officers can easily view and interact with a list or map of incidents and other units in the area, see their assignments from Dispatch, self-assign to open incidents, complete status updates, and launch turn-by-turn navigation to get on scene quickly. When incidents change or are updated, officers can stay informed by on-screen notifications that can also be read aloud through Apple CarPlay®.



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## Authentication and Data Security

CommandCentral Responder data is transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption to protect from unauthorized access. To access the system, a user must present multiple authentication factors to CommandCentral Identity Management. All user requests and other user data are protected by Azure Government services.



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## Situational Awareness

The Flex Subscription Offer includes a secure and interoperable solution for public safety agencies to speed response times by sharing data, automating workflows, and more effectively collaborating across jurisdictions and on different CAD systems. Using AI to enhance situational awareness, this software solution gives 9-1-1 dispatchers, first responders, and relevant emergency service agencies the information they need to respond more effectively and cohesively to critical incidents.



In moments of crisis, whether it be a mental health situation, an active assailant, or a weather emergency, there are many moving parts and often a deluge of incoming information. With an intuitive user interface that shows automated alerts, map locations, task assignments, and situational updates, the situational awareness solution allows you to give advance notice, allocate resources, and communicate better with the key leaders in your organization.

Tools that enhance agency responses include:

### Proximity Alerts

Key data from an ongoing event, including locations indicated on an interactive map, are used to automate critical notifications and quickly get the right information to the right people.

### Complex Event Management

During complex situations that require coordinated effort across multiple agencies or jurisdictions, an incident can automatically trigger a dedicated collaborative event, assign tasks for your team to complete, and offer easy mechanisms for tracking progress and updates.

### Cross Agency Visibility

Sharing CAD data with neighboring organizations enables both jurisdictions to see events and updates in real time, allowing both teams to give a faster response, and increasing situational awareness across jurisdictions.

By sharing relevant information and improving workflows, the situational awareness solution offers the following benefits to your team:

**Increased situational awareness** for incidents across jurisdictions, such as a multi-alarm fire, major interstate crash, active string of crimes, severe weather, active pursuit of wanted person, missing person search, and more.

**Improved officer safety** through effective dispatch workflows and automatic notifications.

**Reduced opportunities for human errors** thanks to configured tools such as task assignment, reminders, and checklists, as well as an easy flow of communication that decreases the number of calls to transfer.

**Best-in-class speed, deliverability, and reliability** of notifications via SMS, voice, email, or applications based on automated rules leveraging any elements in the CAD incident data.

**Support for expanded or alternate dispatch workflows**, including for mental health or domestic violence incidents.

**Lower total cost of ownership** with cloud-based hosting and a single secure connection to a data hub.

## Public | Private Incident Collaboration

The Flex Subscription Offer includes a crisis management platform that supports your team's communication and collaboration, whether in routine situations or emergencies.



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Within the incident collaboration functionality included, it is easy to establish clear responsibilities, immediately assign critical tasks, and provide event-specific materials to ensure procedures are being followed. Responses and actions are automatically recorded and tracked to confirm that the appropriate steps are being taken.

Benefits of incident collaboration include:

**Increased coordination between team members**

From a single screen, users can see their own tasks as well as what has been assigned to others. Team members are connected and can address situations with a planned strategy, making coordinated decisions in real time as actions and tasks are accomplished.

**Greater situational awareness for all personnel**

Notes, status reports, and next steps are immediately visible. From the onset of an event through the all-clear signal, your organization's leadership and responsible personnel are current from one moment to the next.

**Faster response times in moments of emergency**

Incident collaboration provides a clear list of tasks and responsibilities, templates for all types of scenarios, and an easy mechanism to record and share actions taken. Teams are prepared to act quickly during the initial critical moments of an incident as first responders arrive.

**Automatic record of events and response sequence**

A detailed timeline records all actions taken during routine situations or unexpected emergencies, providing your staff with the information they need to complete reports, communicate about outcomes, and improve response strategies for the future.

Incident collaboration helps your organization to be prepared for all possible scenarios. Team members quickly share critical data, send notifications, and coordinate a response to make sure every task is completed.

## Agency Alerting

The Flex Subscription Offer includes a reliable, easy-to-use solution for sending mass notifications or targeted messages to your organization. This cloud-based, customizable platform supports both emergency communications and everyday operational messages for a defined audience.



## Quick and Reliable Messaging

Whether for a planned event or an unforeseen emergency, agency alerting offers your administrators an intuitive interface and customizable templates that guarantee immediate and accurate messaging to the appropriate users. Instant notifications via all channels – text, voice, and email – helps to expand your reach for mass notifications.



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## Enhanced Internal Coordination

Using an intuitive database that administrators can easily manage and update, agency alerting helps to bolster the coordination of groups by location, department, or other criteria that you choose. Administrators can customize their interface, provide updates to internal users, and receive immediate reports on alert success and delivery rates.

### Assist Map

Assist Map offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The Assist Map also includes access to the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.
- Modules:
  - Esri-based Unified Map
  - CAD-Like Configurable Event Monitor
  - Workflow Automation Rules Engine
- Integrations:
  - VESTA 9-1-1 - Call locations and details
  - CommandCentral, PremierOne or Flex CAD – Incident locations and details as well as unit location, status and detail (if enabled within CAD system)
  - Rave Mobile Safety Panic Button – Panic alert locations and details
  - Rave Alert - Receive location-based alerts on the map for immediate awareness of high-priority events.
  - Facility Profiles - Access critical property, building and campus information
  - Smart911® - Access critical person information, including health and emergency contact information.

**NOTE:** Smart911 must be purchased separately. If customer has Smart911, they will have access to Smart911 through the Assist map.

- Share critical incident data with jurisdictional partners and stakeholders outside of CAD such as Emergency Management, DOT, and other extended response teams via configurable rules
- Proximity Alerts - based on event and location, automate critical notifications and quickly get the right information to the right people. Common use cases include soft target protection like schools and government facilities.

## Flex Records Management System Solution Description

### Records Management System (RMS)



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Flex's Law Records Management System consolidates all law incident records into one database, providing easy-to-generate incident and case management reports. Each record has information associated with the name, incident number, property, item, and vehicle involved. Agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property for criminal and non-criminal incidents.

## Accurate Reports

Users can easily clarify department initiatives and document progress by developing preformatted reports or configuring ad hoc reports for:

- Crime analysis
- Presentation
- Archiving

Agencies can also compile detailed summaries and activity information for submitting UCR reports as necessary.

## Detailed Case Management

Agencies have the ability to track cases from beginning to end by following detailed status information. Flex's case management feature uses Involvements® to link information on all persons, property, and vehicles associated with a case.

## Dispatch Integration

Flex's integrated solutions ensure rapid and consistent data entry. The RMS module is linked directly with Flex CAD, which allows the software to automatically transfer appropriate information from calls to related incidents.

## Advanced Security and Intelligence

Administrators can protect data integrity with flexible security features that allow users to secure privileged information. The Flex system allows agencies to store an unlimited amount of data regarding the following characteristics of individuals or groups:

- Hangouts
- Associates
- Vehicles
- Employment
- Activities

## Organized Dissemination

The system provides information accountability by tracking all information disseminated through the RMS module. Users can record the full text of the disseminated information, and create a link to the name record of the party receiving the information.

## Automatic Visual Alerts

Agencies improve investigator and officer safety with alerts that indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Flex's integration populates the alert wherever the record exists.



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ANDERSON, JEFFREY LAMONT

File Edit Search Reports Tools Help

SEX TIER2 Concealed Permit

Name and Address

Number	2	SEX TIER2	Concealed Permit
Last	ANDERSON	First	JEFFREY
Address	100 N BROADWAY ST	Middle	LAMONT
City	SPRINGFIELD	State	ND
Zip	79134	Address History	
Zone			

Res Message Center - [Name - ANDERSON, JEFFREY LAMONT]

File Edit Search Reports Tools Help

Back Home Search Print Exit

Names Vehicle Property Law Premises Gun Hazard Boat Offender Tracking

**Name: ANDERSON, JEFFREY LAMONT**

**SEX TIER2** Concealed Perm...

Address: 100 N BROADWAY ST SPRINGFIELD, ND 79134	Age: 68	Number: 2
Driver License: 4664666444YTR5545 - UT	Birth Date: 10/04/1956	
Social Security: 359-56-2577	Race: White Non-Hisp	
Home Phone: (256)234-3233	Sex: M	
Work Phone: (256)555-6262	Height: 6'04"	
State ID: 7746646636	Weight: 259	
FBI Number: 5535535AB78	Eyes: Gray	
Type: INDIV - Individual	Hair: Black Short	
Moniker:	Gender:	
	Pronoun:	

Critical Notices: Concealed Permit Holder 11/21/2013 P Koger Concealed Permit

Other Phones: (838)293-9393 - Secondary Home Phone -

Status: 14:30:35 | No Active Call | 14:30:35 | State Returns: 0 | Messages: 0 | No Alerts

## Incident-Based Reporting (IBR)

The Flex system enables the agency to easily compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards. The software automatically retrieves information from the system upon data entry, eliminating manual efforts to create these reports. This retrieval enables the system to produce audit reports that verify the accuracy of reported data. Additionally, Flex holds state reporting certification and offers an integrated National Crime Information Center (NCIC) interface that aids in required report submissions.

## Evidence Management

Flex's Evidence Management module simplifies evidence tracking, allowing each agency to maintain a complete and accurate chain of custody for every piece of evidence. The Evidence Management module records changes in the location, status, and custodian of evidence, providing a detailed history from reception to release, or disposal of the item.



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Evidence Management	
ID Number	88
Agency	SPD
Evid Type	EVI Evidence
Incident #	1402-0001
Item #	1
Image	PHO
Status	Active
Status Date	15:06:26 02/27/14
Review Date	/ /
Related Prop	211
Evid - Item	Bicycle
Brand	Huffy
Model	Trike
Color	RED / WHI
Quantity	1.000
Measure	
Serial #	83928374923
Related Vehicle	
Evid - Yr	0
Make	
Model	
Color	
Owner	277
Last	Koger
First	Nathan
Mid	M
DOB	06/22/77
Local ID	
Description: Recovered Bike	
Comments: Give to Toys for tots if not claimed.	
Transaction	EVID Evidence Received
Who from/to	B Pratt
Reason	Place in evidence
Date	15:07:23 02/27/14
Location	LOCKER 4

## Complete Evidence History

Users can automatically track modifications to evidence records from processing, through lab analysis and court appearances, to the release or disposal of the item.

## Evidence Reporting

The system enables users to maintain optimal awareness and accountability of evidence and its status. Users can generate reports that show evidence custody, create barcodes for any code table, and show the location of evidence. Some of the reporting tools include:

- The Case Closed Evidence List Report
- The Generate Barcode List Report
- Evidence Location Summary Report

## Detailed Evidence Data

The Flex solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item
- Storage location
- Identification number
- Activities associated with the item
- Comments



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## Interface Features

Flex's optional Evidence Barcode & Audit Interface module enables users to manage the evidence room in minutes and saves hours of personnel time. The interface's barcoding functionality allows for simplified data entry, precise labeling, and hand-held auditing of storage locations. Participating agencies can easily inventory and audit evidence using a handheld barcode reader to check data against the Evidence Management table for discrepancies in the item location.

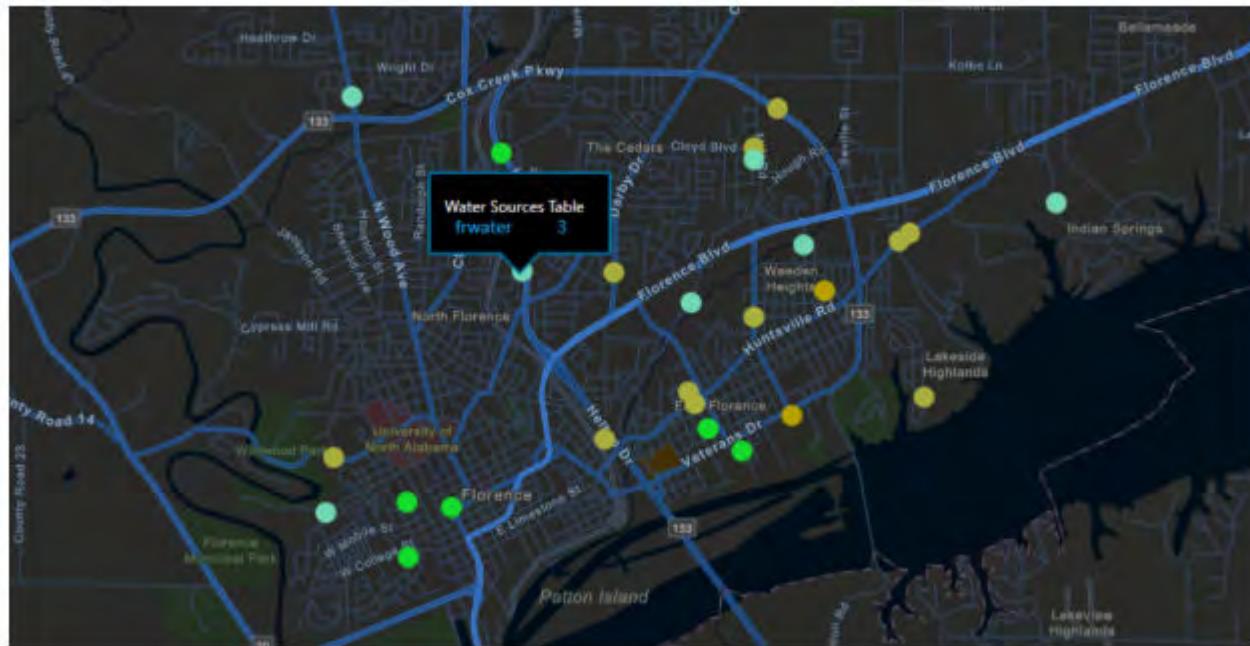
## Pin Mapping

The system's Pin Mapping module provides investigators with accurate and timely data they can use to analyze incidents and crime trends. Thorough crime investigations are supported with powerful searching capabilities that allow users to access critical information for effective decision-making, rapid deployment tactics, and prompt assessments.

## Powerful Mapping Options

Flex's comprehensive toolbar enables users to identify trends and ensure address consistency through a comprehensive database of street and address information. Users can:

- View different map layers
- Change the color, size, and type of points
- Restrict or show all incidents on the map



## Efficient Analysis

The Pin Mapping module enhances investigative needs by allowing agencies to access any piece of data, record, or a combination of fields from any point on the map.

## Offender Tracking



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Flex's Offender Tracking module enables agencies to track critical information on various types of offenders. This enhances personnel and community safety by providing situational awareness of offenders within the agency's jurisdiction.

## Licenses and Permits

The Flex Licenses and Permits module enables users to effectively manage a variety of certifications. These range from animal and bicycle licenses to weapon and fire permits. The agency can track information such as expiration dates, fees, payments, and adjustments. Users can also print permits, receipts, mailing labels, and reports.

### Detailed Information

Our comprehensive module will allow the agency to track detailed data, ensuring users have access to the information they need. For example, users can quickly view a permit's status, effective date, permit holder, permit type, and any relevant contact persons. From an additional detail screen, users can also track information relevant to the type of permit, such as model, size, breed, item value, etc.



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ipmain Search License Table

File Edit Search Reports Tools Help

Exit Srch Mod Add Clr Del View List Totl Prt Back Fwd Load

License Inv Nwv Inv Bike Fee Plp Perm

**License**

Permit Number	12345	Items	1	Expired	Record #	21
Location	any location					
NCIC Number						

**Holder**

Number	18	Principal					
Last	Butler	First	Joseph	Mid John			
Addr	300 W ALABAMA ST	DRUG	&	Phone	(256)555-3456		
City	Springfield	ST	ND	ZIP	79134	DOB	10/18/76
						SSN	332-22-2222

**Details**

Application Date	11/23/05	Permit Type	Bicycle	
Status	APPR	Approved	Agency	SPD
Valid From	08:43:52 11/23/05	Issued By	C Christensen	
To	09:00:00 11/23/05	Area	LW	
Badge Number				

**Contacts**

1	3	Armstead, Cass	Relationship	Work Phone
2	6	Barnett, Johnny	co-owner	(256)555-2121
			employee	(801)363-6724

**Vehicles**

1	3	BAD789	Color	Make	Relationship
			BLU /	FORD	primary vehicle

**Comments**

User adv: Search for specific records

## Integration with Law Records

The Licenses and Permits module helps investigators solve crimes through integration with the Flex RMS module. For example, users can easily view the permit record and owner name of any weapon used in a law incident—directly from the law incident record. Ready access to this information keeps officers informed, increasing safety and reducing potential agency liabilities.

## Traffic Information

Our Traffic Information module delivers consistent, accurate data for shaping sound traffic safety policies and procedures. The software monitors activity on your roadways and generates quantifiable reports for traffic management. The following are key features of this powerful tool:

## Citations and Warnings



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Users can easily access citation and warning data. Full integration allows the agency to create a new name and vehicle record for a new contact, or link an existing name and vehicle while creating a citation or warning. They can also track:

- Offense
- Name information
- Vehicle description
- Citation dispositions
- Bail and/or fine collections

## Traffic Reporting

This feature quickly turns data into comprehensive information. Users can view several preformatted reports and a full snapshot of warning and citation activity from the traffic reports menu. It also provides:

- Demographic analysis
- Accident summary reports

## Imaging Integration

Utilizing Flex's optional Imaging module, users can attach photos to any record for quick reference during an investigation. The agency can capture and archive high-quality digital photos from accident scenes. Additionally, they can print or copy and paste images in a report. Users can attach multiple images to each vehicle record.

## Powerful Searching

System integration enables users to search multiple record sources at once, providing detailed information on vehicles or persons involved in the same traffic accident or citation.

## Civil Process

Flex's Civil Process module streamlines document tracking by enabling agencies to track the receipt, service, and return of service for all types of civil processes managed by law enforcement. It also enables personnel to print service worksheets, returns, and statements of process from a civil process record.



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**Civil Process Table**

**Civil Process**

Process Number	1	Court Code	DIST
Process Types	SUM	Court Date	12/11/01
Agency	SCSO	Judge Name	Ray D Martin
Court Number	DS-CV-9938.23	Copies Received	2
Date Issued	10/24/01	Expiration Date	/ /
Time/Date Recvd	09:03:59 10/25/01	Date Returned	/ /
Related Incident		Comments	
Notify Shane Dane when papers are served.			

**Billing**

Bill To	236	Eldon S Ledbetter		
Address	300 N CHEROKEE ST			
City	Springfield	ST	ND	ZIP 79134
			Phone	(234)555-8847

**Type** **Name** **Servd** **Location**

Defendant	ANDERSON, JEFFREY LAMONT	Yes	LC	Defendants	Witnesses
Defendant	Beazley, Charles Ray	Yes	LC	2	0
		—		Garnishees	Plaintiffs
		—		0	0
		—		Attorneys	Other
		—		0	0

User sets Search for specific records DMR

## Process Tracking

Users have the ability to track each civil process through its lifecycle, from initial receipt, to completion of service, and return to court. Returns for each process can also be printed for immediate viewing.

## Attempts to Serve History

Users have the ability to view contact information for the person served, the date, and the serving officer. An unlimited number of unsuccessful attempts can also be entered as necessary until a successful service is made.

## Module Integration

The Flex solution enables accuracy, ease of reference, and ease of use. Civil process records can be linked with various modules and tables in the Flex system, including: name, vehicle, law incident, and property records.

## Garnishment Management

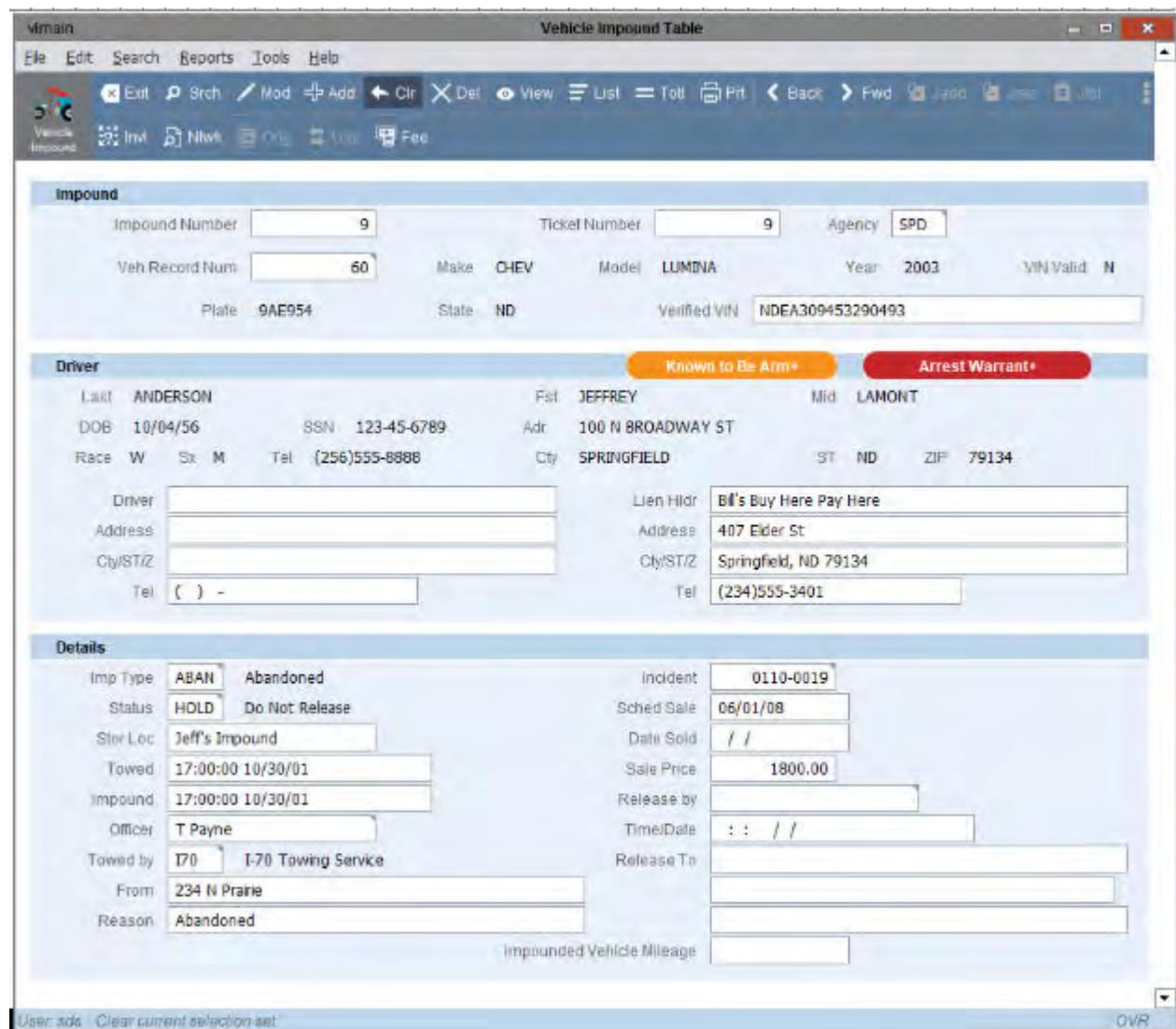
Users can easily link a garnishment to a civil process record, enter money received, and print a continuing garnishment return.



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## Vehicle Impound

Agencies can keep accurate, detailed records of all vehicles that are impounded, released from impound, or sold. Agencies can also record information for the vehicle, owner, driver, impound circumstances, and sale of the vehicle.



## Detailed Impound Records

Users can track the status and location of an impounded vehicle, or enter the sale date and price directly from the module. A Vehicle Impound record can be added for every vehicle that captures detailed information such as:

- Owner
- Driver
- Vehicle
- Lien holder

## Accurate Fee Management



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Agencies can track all impound, towing, and storage fee transactions associated with an impounded vehicle. The module instantly calculates storage costs for each day the vehicle has been impounded. When users enter a fee record, the balance due and total storage charges are also automatically displayed.

## Automated Sales Tracking

Users can track and record the sale of impounded vehicles in the system, and monitor detailed sale information. When a vehicle has been marked as sold, the module automatically stops all charges and fees.

## Vehicle Reports

The Vehicle Impound module condenses information into concise, easy-to-read reports. Report options include:

- Vehicle inventory status and summary
- Sale list
- Charges and payments
- Invalid VINs

The system also produces Preformatted Impound and Intent to Sell Notifications, making it easy for owners, lien holders, and other responsible parties to be notified of impounds and intentions to sell.

## Vehicle Involvements

The Vehicle Impound module automatically creates involvements that link data associated with vehicle and impound records. Users can view:

- Record relationships
- Reported incident
- Record add date

## Pawned Property

The Flex Pawned Property module is essential to helping agencies track, maintain, and report on pawn shops and their detailed pawn activities. Monitoring and maintaining an accurate trail of individual pawned items is easy with automatic, electronic pawn shop data submission. By linking pawned items to names, vehicles, property, and other pertinent data, this investigative source can assist law enforcement in locating stolen property.



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pnmain

Pawned Property Table

File Edit Search Reports Tools Help

Exit Srch Mod Add Clr View List Tell Prt Back Fwd

Pawned Property Inv Nwks Dvr Use

**Pawned Property**

Pawn Number	1	Ticket Number	01-0009123
Pawn Shop	FCP	Phone	(234)555-2344

**Pawned By**

Numbr	326	Fst	Cody	Mid							
Last	Johnson	DOB	01/13/79	SSN	325-43-4543	Adr	101 SANDUSKY WAY				
Race	B	Sx	M	Tel	(234)325-4325	Cty	Springfield	ST	ND	ZIP	79134

**Property**

Property Number		Serial Number	323232
Item	VCR	Pawn Code	SCP Serial Card Pawn
Category	VCR	When Pawned	15:18:16 10/24/01
Description	RCA VCR Black	Ident Used	Drivers License
Brand	RCA	Received by	Joe E Williams
Model	SX-998	Loan Value	100.00
Color	BLK		

**Additional Description**

Seq	Subject	Description
1	COLOR	Black
2	WEIGHT	4 Pounds
3	OWNER APPLIED	37664775
4	CHARACTERISTICS	Dent on left side
5	YEAR	1999

User: ada | Search for specific records

## Investigation Assistance

Pawned items added to an agency's database are automatically linked to name and property records throughout other Flex applications. These records are helpful during investigations, especially if the item is reported stolen or linked to a law incident.

## Pawn Shop Information

The Pawned Property module can quickly locate pawn shop addresses, phone numbers, owners, and other pieces of information. Users can also search for detailed information about each shop in the agency's jurisdiction.

## Pawn Activity Tracking

This module streamlines pawn activity tracking and gives agencies full-spectrum situational awareness of pawn activities. Users can maintain a complete record of pawn shop activities, including:

- Site visits
- Pawn shop inspections

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- Stolen item pick-up

Agencies can also reference information with greater accuracy by recording a brief description of the activity, along with the following information:

- Law incident number
- Request
- Evidence number

## Preformatted Reports

The Pawned Property module features an extensive reports menu to help compile system information into comprehensive, easy-to-read reports that maximize efficiency. Users can print reports that identify frequent pawners, or determine recovery rates for stolen items. The reports menu can also help agencies organize and share collected data.

## Personnel Management

The Personnel Management module enables comprehensive employee management. Agencies can store, retrieve, and manage detailed employee information including special skills, medical history, training and certification, positions, attendance, activities, leave time, and overtime. The module also accurately accounts for administrative activities such as commendations and disciplinary actions. The following highlights a few of the system's advanced features that help to simplify personnel management.

### Special Skills and CAD Integration

Dispatchers can send the best personnel to a given call by using the Personnel Skill screen to reference any employee's special job skills. Job skills can include foreign language fluency, CPR certifications, or explosives expertise.

### Detailed Employee Information

A detailed record for each employee provides users with the ability to efficiently track and update general information, such as the employee's name, address, division, status, and Social Security Number.



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Smith, Randy C SCSO      Employee Table

File Edit Search Tools Help

Exit Srch Mod Add Clr Del View List Tab Fmt Back Fwd Edit Sel

Employee SCSO Inv List Train Rpt Medical Children Admin Sched Skill Image(1)

**Employee**

Employee Num	6	ID Num	6	Badge Num	5-885	Image	
Last	Smith			Fst	Randy	Mid	C
Addr	100 Way Back Street			Phone 1	(234)555-8764		
City	Springfield	State	ND	ZIP	79134	2	(234)555-9836
DL #	663553443	Official Name			R Smith	3	( ) -
Birth Date	06/16/53	Agency	SCSO			Date Hired	10/10/89
SSN	999-22-2133	Division	INV			Commission	Yes
Religion	Catholic	Station	Sheriff's Depar			Next Eval	10/10/02
Race	B	Shift	Day			Seniority	/ /
Sex	M	Department	Sheriff			Pay Class	Hourly
Height	6'01"	Assignment	Investigations			Emp. Class	Full Time
Weight	225	Rank	Lieutenant			Budget Pos.	Yes
Marriage Date	06/12/77	Rank Date	10/10/99			Labor Org	NO
Martial Stat.	M	Status				Retirement	/ /
Parents	Clair and Ruth Gamble			Phone	(234)555-3332		
Address	709 East Street			Spouse Name	Stela		
City	Taylor	State	ND	ZIP	75674	Birth Date	01/01/70
Remarks							

User: awillies | Search for specific records      DMR

## Personnel Reports

Users can generate easy-to-view personnel reports from a comprehensive menu of options including:

- Identification numbers.
- Medical events summaries.
- Administrative events summaries.
- Pay status and payroll reports.
- Training reports.
- Leave requests.
- Position status and demographics reports.
- Workload reports.

## Training Information

Ensure that personnel are equipped with the training to do their jobs safely by monitoring their training portfolios. The system enables users to update and monitor the following training data for individual employees:

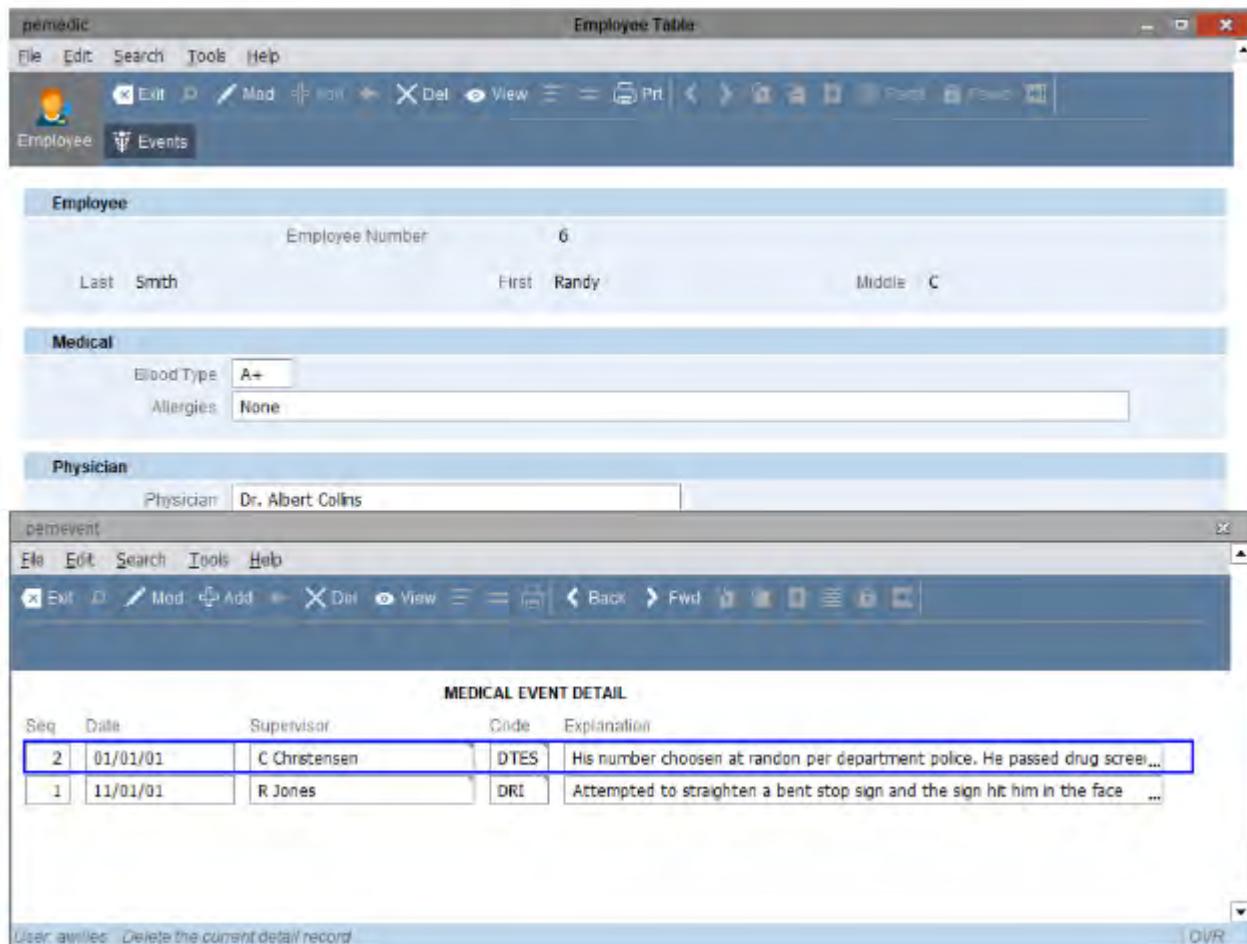
- Type of training completed.
- Dates and locations.
- Cost.
- Credit earned.

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## Medical History

The Medical Event detail screen can be used to track employee medical events that occur before and during employment. Detailed records of employee medical history including blood type, allergies, insurance information, and physical information are stored in the system.



The screenshot displays two windows of the pemedic software. The top window is titled 'Employee Table' and shows an employee record for Randy Smith (Employee Number 6). The bottom window is titled 'MEDICAL EVENT DETAIL' and lists two events. The data is as follows:

Seq	Date	Supervisor	Code	Explanation
2	01/01/01	C Christensen	DTES	His number chosen at random per department police. He passed drug screen...
1	11/01/01	R Jones	DRI	Attempted to straighten a bent stop sign and the sign hit him in the face ...

## Attendance and Workload Management

Employees can easily enter work activity information into the Employee Workload screen. For each activity performed, employees can enter work dates, start and end times, activity and location codes, a reference number, and comments.

## Equipment Maintenance

Flex's Equipment Maintenance module enables agencies to save money and maintain accountability of equipment by tracking the purchase, condition, location, history, repair, and maintenance of department equipment. This module offers many useful tracking features, a few of which are highlighted below.



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Equipment

Item Number	1	Warranty	90 Days
Item Name	Handgun	Purchase Date	07/01/01
Item Type	WEAP	Manufacturer	Smith & Wesson
Size	.45 Cal	ID Number	0922838
Cost	600.00	Vendor	Trader's Den
Svc Intvl	0	Days	90
Prev Maintc	12/30/09	10/10/09	09/10/09
Next Maintc	:/:/	Code	
Comment	Standard Issued Weapon		

Status History

Date	09:00:00 09/15/01	Unit	F104	Agency	SPD
Status	INSRV	Station	SPD HQ	Condition	Excellent
Officer	B Nantz	Division	PAT		
Vehicle	2	Zone	LC	History Records	5
Location					
Comment	Weapon issued to B Fife - from A Fitzwater				

User abilities: Search for specific records

## Equipment Tracking

Users can add a record for each piece of equipment that the agency wants to track. The agency can then enter the name and quantity of an item, related purchase information, maintenance history, scheduled maintenance, and status history.

## Scheduled Maintenance

Flex allows agencies to schedule equipment maintenance to ensure equipment is continually available and operating properly for personnel. Users can track a variety of information including maintenance dates and codes, assigned technicians, estimates, and other pertinent items.

## Repair and Maintenance Log

By tracking equipment maintenance, the agency can also ensure the safety of personnel and avoid potential liabilities caused by failures. Users can track and analyze completed repairs and maintenance in order to calculate each agency's operating costs and the value of the agency's equipment.

## Pre-formatted Reports

Users can efficiently compile system information into full, easy-to-read reports. Some options include equipment inventory, schedule and maintenance summaries, item status, and parts used.

## Equipment and CAD Integration



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Dispatchers can locate an agency's resource items in the CAD module. When a dispatcher enters the Resource Inquiry (RI) command in the CAD Status screen, the software searches the Equipment screen to find agency-owned items that match the search criteria.

## Equipment and Fleet Integration

The system links the Equipment and Fleet Maintenance modules so users can conveniently find and add agency vehicle information from the Equipment screen.

## Fleet Maintenance

Flex's Fleet Maintenance module allows agencies to regulate and preserve vehicle resources, accurately determine fleet costs, and determine ongoing budgeting details. Users can log licensing, maintenance, repair, mileage, fuel consumption, identification, and unit assignment information for all fleet vehicles. A few of the system's features that help effectively manage fleet resources are described below.

**Fleet Vehicle Table**

Fleet Vehicle		Information		Comments	
Vehicle Number	14	Radio		This vehicle is brand new as of Wed Sep 27 23:20:45 MDT 2006	
Vehicle Kind	LEP	VIN	23r5e3245		
License Plate	2342RE	Model	CHARGER	Color	WHT / BLK
Year	2006	Make	DODG		
Date Acquired	09/27/06	Purchased From	West Motors		
Purchase Cost	42000.00	Useful Life	36 months		
Disposal Date	/ /	Proceeds	0.00		
Disposal Value	30000.00	Disposition	Excellent		
Station Assgn	SPD	Inspection Month	1		
Officer	C Christensen	Registration Month	1		
Division		Beginning Odometer	450.0		
Total Fuel Used	2.00	Average MPG	31.00		
Last Regular Maint/Fillup	09/27/06	Odometer	512.0		
Last Completed Repairs	/ /	Desc	Radiator needs replaced		
Next Scheduled Maint Miles	15000.0	Desc	Radiator needs replaced		
Next Scheduled Maint Date	10:00:00 03/15/08	Desc	Radiator needs replaced		
Comments					
User: awillies Search for specific records					

## Scheduled Maintenance



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The scheduled maintenance feature enables users to schedule required vehicle services, ensuring all vehicles are in top condition. Users can record a comprehensive history of vehicle services including the date, mileage, and type of service. The software captures the date and time the maintenance was performed, the next scheduled maintenance mileage/date, and the responsible individual. Reports can be displayed or printed to outline the maintenance performed, and all maintenance for the life of the vehicle.

## Detailed Gas Mileage Summaries

Agencies can track fuel consumption and mileage records to prepare effective fuel budgets. The software automatically calculates the vehicle's mileage, and enables users to include:

- Date.
- Current odometer reading.
- Quantity of oil or fuel added.
- Total cost.

## Accurate Repair Records

These reports are critical to accurately tracking fleet vehicles. Users can access and manage detailed repair records for each fleet vehicle, and generate reports that detail repair information including the total price, part codes, quantity, and parts and labor.

## Inventory Management

The Inventory Management module simplifies the process of monitoring and replenishing inventory with accurate accounting of supplies. Automatic balance updates, complete supplier information, and concise, pre-formatted reports provide the information agencies need for proper inventory control. These features, described below, are just some of the functionality provided to simplify inventory management. Additionally, this module integrates with our jail management solution to provide the same superior functionality for jails.

## Supply Maintenance

The application allows users to ensure that proper supplies are on hand at any given time by viewing an item's balance, re-order point, and full stock quantity. The system displays item status in an easy-to-read, organized format, and the software intuitively generates a purchase order for each item when the quantity reaches the reorder point.

## Supplier Tracking

Users can access a comprehensive history of orders to track supplier fulfillment and compare the promptness, completeness, and costs of each supplier to make informed purchasing decisions. Additionally, users can store each supplier's contact information and ordering instructions.

## Preformatted Reports

Extensive reporting options help users create accurate inventory reports. The easy-to-read reports help compile the statistical data needed to efficiently manage inventory. Users can conveniently view reports such as:

- Supplier Summary.
- Orders Pending.
- Item Cost Summary

## RMS Hybrid Features

The Multi-Agency Search feature provides a robust search interface enabling participating MSI agencies to share Persons, Vehicles, and Incident Report data from the Flex Records Management System (RMS) with other PremierOne and Flex agencies. This collaborative tool empowers agencies to:



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- **Control Data Sharing:** Agencies have the discretion to select the specific types of information that are available for sharing.
- **Manage Sharing Partners:** Each agency can manage its list of trusted agencies with which to share data with, ensuring that data-sharing arrangements are mutually agreeable and maintain data integrity.
- **Enhance Search Capabilities:** Participating agencies that have opted in will gain the ability to conduct searches across a broader regional data set, which can foster a cooperative environment among agencies, streamline investigative processes, and ultimately enhance public safety operations through more effective data utilization.



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## SUMMIT PRE-PAID TICKETS SOLUTION DESCRIPTION

*Motorola Solutions, Inc. (Motorola) invites you to attend our annual users' conference, Summit. This document outlines details and policies for using pre-paid tickets to attend the event.*

*Please contact [software.summit@motorolasolutions.com](mailto:software.summit@motorolasolutions.com) if you have any questions about Summit pre-paid tickets or this policy.*

### SUMMIT OVERVIEW

Summit is Motorola's largest annual gathering of public safety customers. Attendees convene for in-depth classes, hands-on training, product vision, networking, and feedback sessions. Summit offers hundreds of hours of educational courses designed for every customer role, including technical administrators, call takers, dispatchers, records and corrections personnel, analysts, patrol, and command staff.

### THE PURPOSE OF PRE-PAID TICKETS

To ensure that personnel get the critical training they need to improve adoption of their solutions, many customers pay for Summit ahead of time, as part of a contract or annual maintenance agreement. Under this approach, Motorola applies the fees already paid by the customer to cover all reasonable, business-related expenses for that customer to attend the conference.

### TYPES OF PRE-PAID TICKETS

Customers can choose from two types of pre-paid tickets:

- **Pre-Paid Registration Only:** Includes the conference registration fee only.
- **Pre-Paid Travel Package:** Includes the conference registration fee; hotel; either choice of airfare with airport transportation OR car rental; and additional meals not included by the conference.

### PURCHASING PRE-PAID TICKETS

Customers should work with their sales representatives to initiate a new contract with Summit pre-paid tickets or add Summit pre-paid tickets to another order. Multi-year contracts may "lock in" current year Summit pricing for the remainder of the contract.

### REDEMPTION OF PRE-PAID TICKETS

Registration for Summit opens approximately 4-5 months prior to the event. Customers should work with their Customer Success Advocates to make sure that agency personnel receive the regularly emailed invitations to register. Attendees choosing to register using pre-paid tickets should select the **Pre-Paid Registration Only** or **Pre-Paid Travel Package** registration option.

Both pre-paid registration options will go through a hold process while funds are verified. Once funds are confirmed, the attendee's conference registration will be completed. Attendees who are redeeming a Pre-Paid Travel Package ticket will then receive instructions to complete their travel arrangements.

Once available pre-paid tickets are depleted, customer agencies can send additional attendees at the regular conference rate and should register using the **Standard Registration** option.



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## ASSUMPTION OF AGENCY PERMISSION

When customers begin their registration and select either pre-paid ticket option, they will be cautioned that they are about to exercise an option that will reduce the applicable pre-paid tickets from their agency's available balance. It is the agency's responsibility to ensure that only authorized attendees select this option.

## PRE-PAID TRAVEL DETAILS AND POLICIES

A Pre-Paid Travel Attendee is defined as a Motorola customer who has opted to use the agency's available pre-paid tickets to pay for the Pre-Paid Travel Package registration option.

This option includes the conference registration fee, the attendee's choice of either airfare with airport transfer OR car rental, hotel lodging, and additional meals not covered by the conference.

**Note:** Due to multi-year contracts, some customers have locked-in pre-paid attendance at different prices from those published with each year's conference. Each agency's rate will be determined by the price listed in its own agreement.

### Travel Package Inclusion

The Pre-Paid Travel Package includes the following reasonable and necessary business-related travel expenses as defined below:

- Summit conference registration fee, which includes access to all training sessions, breakfasts and lunches, and all special events and meals.
- The attendee's choice of the following, both to be booked with Motorola's approved travel partner (Travel Partner), within parameters approved by Motorola:
  - Round-trip airfare with airport transfers.

OR

- Round-trip car rental.

Hotel accommodations at a Summit host hotel, booked with Travel Partner.

Stipend for additional meals not covered through the conference (see **Covered Meals** below).

### Travel Package Policies

#### General

- Upon registration and confirmation of available pre-paid tickets, Pre-Paid Travel Attendees will receive detailed instructions for booking travel logistics.
- Attendees are only to book travel through Travel Partner and are not to book hotel, airfare, or transportation on their own. Reimbursement for travel expenses incurred by any customer attendee is not allowed.

#### Hotel

- The Pre-Paid Travel Package covers hotel nights directly associated with the conference dates. It may be possible to make adjustments to arrival and departure dates, but attendees are responsible for any *additional* hotel nights (before and after the official conference dates). Travel Partner may be able to assist with additional pre- or post-conference travel plans, but the attendee will be responsible to pay for additional hotel room nights and will need to put a personal card on file upon check-in at the hotel.



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- Hotel accommodations at a Summit host hotel (single/double occupancy only) include hotel room and applicable state and local taxes at a discounted Motorola conference rate. Additional services (e.g. additional phone charges, laundry, entertainment, amenities, etc.) are at the attendee's expense.
- A personal credit card WILL be required upon check-in to the hotel. PLEASE NOTE THAT THE PERSONAL CREDIT CARD WILL NOT BE CHARGED for the room and tax expenses. This is a standard hotel requirement to cover any incidental expenses that may be incurred.
- Attendees staying in their rooms past checkout time may be billed one (1) additional night's stay to their personal credit card. Late checkout may be provided based on availability and upon request through the hotel, although some charges may apply. Early departure fees may apply if a group attendee checks out prior to the confirmed dates. Motorola is not responsible for this charge, which will be applied to the personal credit card on file for incidentals.

#### **Airfare**

- The Pre-Paid Travel Package will cover round-trip airfare (using Motorola's negotiated rates with major airlines), as well as airport transfers to and from the destination airport. Air reservations must be made ONLY through Travel Partner.
- Airfare must be economy class or standard coach with a fare cap of \$600. Any travel above \$600 will be routed by Travel Partner to Motorola for approval and must be accompanied by a valid business reason. Attendees are encouraged not to delay making their airfare selections, as selections made closer to the travel dates will likely fall outside of the allowed range.
- Any airfare changes must be made through Travel Partner.
- Pre-approved travel dates are for the official conference dates. Attendees choosing to travel outside these parameters will require additional approval from Motorola. Any resulting fare differences due to altered travel dates are the responsibility of the traveler (including airfare and hotel and ground transportation).
- Additional fees, tips, and surcharges, including (but not limited to) remote access charges, change fees, upgrade fees, and baggage fees are not covered as part of the Motorola Solutions travel policy.
- Airport transfers to and from the destination airport will be provided to attendees. If an attendee chooses to extend their stay either pre- or post-conference, that attendee will be responsible to pay for additional transportation required for the extended stay.

#### **Car Rental**

- Customers may opt for car rental coverage instead of airfare. The Pre-Paid Travel Package will cover the expense of a rental car using Motorola's negotiated rates. Reservations must be made ONLY through Travel Partner.
- When renting a vehicle for Summit, Motorola will include the Loss Damage Waiver covering the vehicle at the base rate at participating locations.
- The rental will also include the Prepaid Gas Option providing the first tank of gas to the renter and allowing the renter to return the vehicle with less than a full tank. Additional Liability Insurance (ALI), Personal Effects Protection (PEP), and Personal Accident Insurance (PAI) are not covered by Motorola, but the attendee may purchase them at the time of the reservation or rental with a personal credit card.

#### **Covered Meals**

As part of this event, Motorola will provide meals to all attendees as part of the regular conference registration fee according to the published Summit agenda.

In addition to the covered conference meals, any attendee registering with a Pre-Paid Travel Package will receive a credit, voucher, or meal access to any breakfast, lunch, or dinner not provided on official conference dates. The



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method used to cover these additional meals may vary from year to year, based on venue, but will be communicated in advance to Pre-Paid Travel Attendees.

Daily meal allowance is determined by Motorola, based on published guidelines. In no event will the amount provided exceed attendee's applicable agency rules regarding meal expenses, provided that the attendee or agency notifies Motorola Solutions in advance of the conference of any restrictions, prohibitions, or limitations.

### **Expenses Not Covered**

#### **Non-reimbursable expenses include, but are not limited to:**

- Hotel telephone charges (local as well as long distance)
- Personal travel (e.g., gas, side trips, extended stay outside official conference dates)
- Traffic or parking violations
- Additional travel accident insurance
- Personal entertainment
- Airline upgrades
- Spouse or guest expenses
- Alcoholic beverages (minibar), non-food related items
- Gift shop
- Movies
- Laundry
- Late checkout, hotel early departure, or no-show fees
- Valet parking
- Baggage handling
- Airport parking fees
- Miscellaneous tips
- Upgraded hotel internet connection
- Transportation to and from home airport
- Change in airline departure dates, times, or names
- Excess baggage fees charged by airlines
- Additional equipment on rental cars (e.g. GPS, baby seat, etc.)
- Gas
- Tolls
- Additional guests staying in the same guest room, which results in additional hotel charges

Note: Motorola reserves the right to decline any expense that is not within the scope of this policy. It is not Motorola's intent to ever exceed an attendee's applicable agency policies or guidelines regarding any related travel accommodation. It is the customer agency or attendee's responsibility to notify Motorola in advance of any booking, if any restrictions, prohibitions, or limitations apply.



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## TERMS AND CONDITIONS

The Prepaid Travel Package is provided pursuant to the terms and conditions of the applicable agreement between the Agency and Motorola Solutions, Inc. (Motorola) covering the relevant maintenance services (the Prime Agreement). In addition to the terms and conditions of the Prime Agreement, the following applies:

The Agency confirms that all related expenses, including airfare, hotel, meals, and entertainment associated with the Summit do not violate any local laws, regulations, or policies associated with your organization. The Agency acknowledges that Motorola may use information provided by the Agency as part of Motorola's compliance with reporting on government travel sponsorship.

Motorola is facilitating travel arrangements between the Agency and Motorola Solutions' approved travel partner American Express Global Business Travel (Travel Partner). All bookings must be made through, and tickets and reservations will be provided by Travel Partner. Motorola is not acting as an agent for the provision of these services and Motorola is not the source or supplier of the travel reservations, tickets, or services. Motorola reserves the right to change the Travel Partner.

The Agency acknowledges that the suppliers whose names appear in the information supplied by Travel Partner are the ones actually responsible for providing the travel services purchased. The Agency consents to and requests the use of those suppliers and agrees not to hold Motorola responsible should any of these suppliers: 1) fail to provide the travel services purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes me any sort of injury, damage, delay or inconvenience.

The Agency further understands and acknowledges that travel may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism and warfare, and Motorola is not responsible for any such threats.

Travel documents, such as identification, for an attendee are to be provided by the Agency or attendee. Motorola is not responsible if identification documents do not match information provided to Travel Partner. If necessary for travel, the Agency and/or attendee is required to obtain and comply with any visa requirements. The Agency acknowledges that most airfares typically involve restrictions and that changing any aspect of the arrangements may result in the payment of additional fees or forfeit of the full amount paid.

Motorola is not responsible for travel insurance. Travel insurance is strongly recommended to cover certain risks inherent in travel, such as supplier bankruptcy and the inability to travel due to a medical or personal emergency.

Motorola is not responsible for the services and policies imposed by the applicable airlines. Airline schedules and flights are subject to change without notice. Motorola is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes.

Additional terms and conditions from suppliers and vendors will apply to Attendee's reservation and the Agency's purchase of travel-related goods and services. Please read these additional terms and conditions carefully. In particular, if airfare is purchased, please ensure that the Agency reads and complies with the full terms and conditions of carriage issued by the supplier. The Agency agrees to abide by the terms and conditions of purchase imposed by any supplier with whom the Agency deals in its travel selections, including, but not limited to, compliance with the supplier/vendor's rules and restrictions regarding availability and use of fares, products, or services.

## STATEMENT OF WORK — PREMIUM LEARNING SUBSCRIPTION

### OVERVIEW

This Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for enabling access to Motorola Solutions' Learning Center with a Premium Learning Subscription. The Learning Center Premium Learning Subscription features will be accessible once the Customer is on-boarded within the system and both parties have fulfilled their responsibilities noted below. It will remain available through the contracted term.

This SOW, including all of its subsections and attachments, is an integral part of the Subscription Services Agreement or other signed agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the Customer ("Customer") and is subject to the terms and conditions set forth in the Agreement.

### DESCRIPTION OF SERVICE

Motorola Solutions provides access to an organization-specific domain within the Learning Center as part of the Premium Learning Subscription. The Premium Learning Subscription provides the Customer with access to Motorola Solutions or BYOT (Bring Your Own Training) Customer-specific training content. The Learning Center will not house content based on Motorola Solutions' competitor's products and services. Motorola Solutions and the Customer shall take the actions described in this Document.

### DEFINITIONS

**Learning Center** - Provides customers with access to Motorola Solutions training content.

**Premium Learning Subscription** - Provides enhanced Learning Center features and exclusive content, only available to customers who purchased the Premium Learning Subscription service.

**Online Content** - Includes multiple types of digital instruction in which the learning material is presented via the internet. Online content can be enrolled in, completed, and tracked via the system.

**Instructor Led/Virtual Instructor Led Content** - A live session conducted by a Motorola Solutions instructor. The Learning Center will be used to schedule the session, enroll users for it, and track users' progress.

**Curricula** - A set of curated content that can be grouped by role, phase, or another grouping that provides a guided learning experience.

**Group** - A more granular segmentation of an organization's domain for the purpose of content access and management.

**Bring your own Training ("BYOT")** - Online training content, training videos, and/or documentation created and maintained by the Customer that is in alignment with Motorola Solutions approved content policy.

**Account Access Management** - Refers to the process of individual(s) obtaining account(s) in Motorola Solutions' authentication systems that include the Learning Center.



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**Primary Administrator** - The individual designated by the organization who is responsible for coordinating group administrators, organizing users, reporting, and setting up a custom site header image.

**Group Administrator** - The individual(s) designated by the organization's primary administrator who is responsible for identifying and selecting the users that belong to their group(s), as well as curating and assigning content to individuals within their group. They will have access to user activity reports.

**Content Publisher** - The individual(s) designated by the organization's primary administrator who is responsible for uploading, managing, and archiving BYOT content as well as reporting the content they manage.

**Learning Center Administrator** - A Motorola Solutions Global Education support function who can assist the Customer's administrators with Learning Center usage, including Premium Learning Subscription's features and functionalities.

**Virtual Professor Sessions** - Interactive question-and-answer sessions with experienced instructors made available to Subscription Customers to ask questions and discuss topics related to their Motorola Solutions products and systems.

## SCOPE

The Premium Learning Subscription is an expanded set of services that includes access to the organization's domain-specific Premium Learning Subscription features and functionalities for the duration of the contract. The Customer may supplement this content with additional courses created by the Customer using the BYOT feature.

Here are the actions Motorola Solutions takes to support the Customer:

- Hosting Learning Center content in the United States and backing that content up regularly.
- Providing 24/7 access to Motorola Solutions' Customer Managed Support Operations ("CMSO").
- Providing security patches, as they are developed, to maintain the Learning Center server's integrity.
- In the event of a failure, implementing disaster recovery for the system.

Motorola Solutions will perform regularly scheduled maintenance during which the Learning Center will be unavailable.

## MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide access to Motorola Solutions' Customer Managed Support Operations ("CMSO") that will work with the customer to resolve issues.
- Establish authorized, private subscription access to the Learning Center and the Primary Administrator's account.
- During onboarding, assist the Customer with Learning Center usage by providing training and job aids as needed.
- Provide access to Learning Paths curated by Motorola Solutions.
- Install security patches when available.
- Perform scheduled maintenance. Announcements will be made in the Learning Center 48 hours in advance of scheduled maintenance.
- Monitor and provide support for server incidents. Provide support for server incidents in accordance with the priority levels defined in Section 1.8: Technical Support Incident Priority Levels and Restoration Times.
- Archive BYOT content 60 days after the end of the term and will not be responsible for producing BYOT Customer content after that date.



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## LIMITATIONS AND EXCLUSIONS

The following activities are outside the scope of Motorola Solutions' responsibilities for this service:

- Motorola Solutions is not responsible for the BYOT content provided by the Customer, including but not limited to:
- Creating, maintaining, or curating Customer-owned BYOT content.
- Providing updates or access to the Customer's published files and source files loaded to the Learning Center in their specific Content Library.
- Assisting the Customer with adapting or adjusting Customer-owned BYOT Content.
- Gathering, tracking, or maintaining users' Personally Identifiable Information ("PII") data, apart from data gathered to support access to Motorola Solutions training. This data includes: name, email address, company name, company location, and phone number.
- The Customer will only receive access to transcripts and user reports provided through the Learning Center. Other types of data reporting will not be available to customers.

## CUSTOMER RESPONSIBILITIES

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the Learning Center.
- Complete the mandatory onboarding training for Learning Center end users in all the roles, including the BYOT legal acknowledgment, if applicable.
- Order and maintain the paid Premium Learning Subscription service in order to access the associated premium features and functionalities in the Learning Center.
- Contact Motorola Solutions to engage Technical Support when needed. Acknowledge that incidents will be handled in accordance with the priority definitions and times included in **Section 1.8: Technical Support Incident Priority Levels and Restoration Times**.
- Remove your BYOT content from the system within 60 days after the end of the term. Motorola Solutions will be archiving your BYOT content 60 days after the end of the term and will not be responsible for presenting or reproducing the BYOT Customer content after that date.
- Upload your BYOT content to the system in compliance with the rules and guidelines provided during mandatory onboarding training. Customer will ensure that no BYOT content based on Motorola Solutions' competitor's products and services will be uploaded.



## TECHNICAL SUPPORT INCIDENT PRIORITY LEVELS AND RESTORATION TIMES

Priority	Example	Target Response Times	Resolution Times
<b>Severity 1 (S1)</b>	A defect that results in at least one of the following: (i) The Learning Center URL produces no results or cannot log on after several attempts. S1 does not include downtime for maintenance	30 mins	43 minutes
<b>Severity 2 (S2)</b>	A Defect that results in any of the following: (i) an entire application module (Learning Cloud, Performance Cloud, Extended Enterprise Cloud, etc.) is inaccessible; (ii) no course is being delivered; (iii) no queue will process any transactions; (iv) no report within the application produces any data or the data has not been refreshed in fewer than twenty-four (24) hours; or (v) no tasks will launch.	1 hour	12 hours
<b>Severity 3 (S3)</b>	A Defect in one or more application features. For "Severity 3" Defects, Client determines its priority in having the Defect resolved (Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3)). Any issue not clearly labeled "Priority 1" or "Priority 2" by Client at the time of initial submission will be deemed a "Priority 3" issue.	Responses/updates within every three days until resolution.	

## CUSTOMER CONTENT

Customer may upload BYOT Content to the Service in connection with your use of the Service. The purpose is to host technology training that supports solely your Motorola Solutions ecosystem. Motorola does not verify, endorse, or claim ownership of any BYOT Content, and Customer retains all rights, title, and interest in and to the BYOT Content. BYOT Content and the Content of Participants may be stored on Motorola's servers at Customer's request, as necessary for Motorola to provide the Service. Customer is solely responsible for making and keeping backup copies of BYOT content. Motorola shall use commercially reasonable efforts to block the uploading of Content to the Service that contains viruses detected by using industry-standard virus detection software. Except as provided herein, Motorola has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit, or receive transmission of Content (whether or not processed by the Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. Certain features of the Service enable Customer to specify the level at which such Service



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restricts access to Customer Content. You are solely responsible for applying the appropriate level of access to Customer Content.

## **CUSTOMER REPRESENTATIONS AND WARRANTIES REGARDING CUSTOMER CONTENT**

Customer represents and warrants that (a) it is the owner, licensor, or authorized user of all Content; and (b) Customer or its authorized users will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Motorola, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about Customer's identity or the origin of a message or other communication, or impersonates or otherwise misrepresents Customers affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

## **MOTOROLA ACCESS TO CONTENT**

Customer acknowledges that the Service is automated (for example, Content is uploaded using software tools) and that Motorola personnel will not access, view, or listen to any BYOT content, except as reasonably necessary to perform the Service, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Motorola in good faith to conform to legal requirements or comply with legal process; or (d) enforce this Agreement, including investigation of potential violations hereof, as further described in Section 3.4 (Investigations).

## **WIND DOWN OF SUBSCRIPTION SOFTWARE**

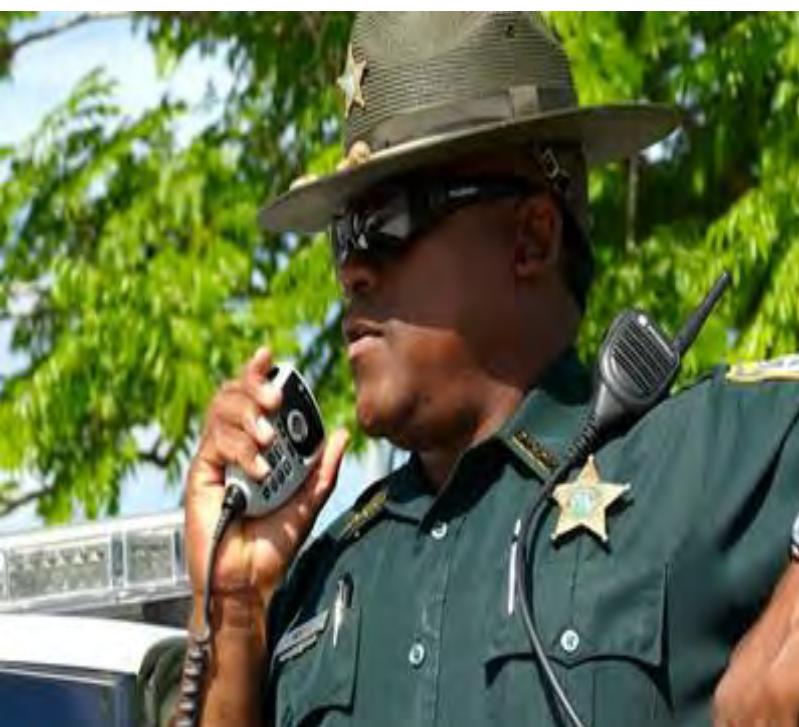
In addition to the termination rights in the Agreement, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Premium Learning Subscription or Service to customers.

## **MODIFICATIONS**

In addition to other rights to modify the Products and Services set forth in the Agreement, Motorola may modify the Premium Learning Subscription, any associated recurring Services, and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Premium Learning Subscription may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Premium Learning Subscription may be subject to additional Fees.



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**SMITH COUNTY**

10/01/2025

10/01/2025

SMITH COUNTY  
227 N SPRING AVE  
TYLER, TX 75702

Dear Justin Hall,

Motorola Solutions is pleased to present SMITH COUNTY with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SMITH COUNTY with the best products and services available in the communications industry. Please direct any questions to Bradley Barnett at [Brad.Barnett@motorolasolutions.com](mailto:Brad.Barnett@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bradley Barnett

Billing Address:  
 SMITH COUNTY  
 227 N SPRING AVE  
 TYLER, TX 75702  
 US

Shipping Address:  
 SMITH COUNTY - EAST TEXAS  
 TAG  
 13157 HWY 271 STE 100  
 TYLER, TX 75708  
 US

Quote Date:10/01/2025  
 Expiration Date:11/30/2025  
 Quote Created By:  
 Bradley Barnett  
 Brad.Barnett@  
 motorolasolutions.com

End Customer:  
 SMITH COUNTY  
 Justin Hall  
 jhall@smith-county.com  
 903-920-4615

Contract: 39000 - DIR-CPO-5433

Payment Terms:30 NET

## Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
CAPE								
1	SSV00S01929A.	0750	CAPE STANDARD SUBSCRIPTION TIER	3	5 YEAR	\$17,940.00	\$17,940.00	\$53,820.00
2	PSV00S03215A	0750	MSI DEPLOYMENT STANDARD/PLUS SUBSCRIPTION	1		\$2,150.00	\$2,150.00	\$2,150.00
3	PSV00S03216A	0750	EXTENDED POST DEPLOYMENT SUPPORT	1		\$800.00	\$800.00	\$800.00
4	PSV00S04085A		INTEGRATION: CAPE STREAMING TO COMMANDCENTRAL AWARE	1		\$0.00	\$0.00	\$0.00
5	PSV00S04086A		INTEGRATION: CAPE TELEMETRY TO COMMANDCENTRAL AWARE	1		\$0.00	\$0.00	\$0.00
<b>Grand Total</b>							<b>\$56,770.00(USD)</b>	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Pricing Summary

	Payment Term	Upfront Sale Price	
<b>Upfront Costs*</b>			
		\$2,950.00	
<b>Upfront Subscription Fee</b>			
CAPE		\$10,764.00	
<b>Sub Total:</b>		<b>\$13,714.00</b>	
	Payment Term	Sale Price	Annual Sale Price
<b>Year 2 Subscription Fee</b>			
CAPE		\$10,764.00	\$10,764.00
<b>Year 3 Subscription Fee</b>			
CAPE		\$10,764.00	\$10,764.00
<b>Year 4 Subscription Fee</b>			
CAPE		\$10,764.00	\$10,764.00
<b>Year 5 Subscription Fee</b>			
CAPE		\$10,764.00	\$10,764.00
<b>Sub Total:</b>		<b>\$43,056.00</b>	
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>			<b>\$56,770.00</b>

\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

## Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Parametric Data
1	SSV00S01929A	SALECON = Brad Barnett,SALEADR = brad.barnett@motorolasolutions.com,EMAILADR = brad.barnett@motorolasolutions.com,NEW_EXP = NEW,ADMEMAIL = jhall@smith-county.com,ADMUSER = Justin Hall,ADMPHONE = 9039204615,AGDOMAIN = smith-county.com
2	PSV00S03215A	SALECON = Brad Barnett,SALEADR = brad.barnett@motorolasolutions.com,EMAILADR = brad.barnett@motorolasolutions.com,NEW_EXP = NEW,ADMEMAIL = jhall@smith-county.com,ADMUSER = Justin Hall,ADMPHONE = 9039204615,AGDOMAIN = smith-county.com
3	PSV00S03216A	SALECON = Brad Barnett,SALEADR = brad.barnett@motorolasolutions.com,EMAILADR = brad.barnett@motorolasolutions.com,NEW_EXP = NEW,ADMEMAIL = jhall@smith-county.com,ADMUSER = Justin Hall,ADMPHONE = 9039204615,AGDOMAIN = smith-county.com
4	PSV00S04085A	SALECON = Brad Barnett,SALEADR = brad.barnett@motorolasolutions.com,EMAILADR = brad.barnett@motorolasolutions.com,NEW_EXP = NEW,ADMEMAIL = jhall@smith-county.com,ADMUSER = Justin Hall,ADMPHONE = 9039204615,AGDOMAIN = smith-county.com
5	PSV00S04086A	SALECON = Brad Barnett,SALEADR = brad.barnett@motorolasolutions.com,EMAILADR = brad.barnett@motorolasolutions.com,NEW_EXP = NEW,ADMEMAIL = jhall@smith-county.com,ADMUSER = Justin Hall,ADMPHONE = 9039204615,AGDOMAIN = smith-county.com



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

- 1. Online Terms Acknowledgement.** The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.
- 2. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- 3. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will 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. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
- 4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of \_\_\_\_\_.**
- 5. Purchase Order Requirements (Customer check one only)**  
 Purchase Order is issued and attached.  
 No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.
- 6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.**

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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## CAPE DRONE SOFTWARE STATEMENT OF WORK

### 1.1 Agreement

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to the Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

All terms and conditions of the Agreement shall govern the obligations of Motorola and Customer under this SOW. For clarification, in the event of any direct conflict between a term in the Agreement and a specific provision in this SOW, the provision in this SOW will prevail. Terms used but not defined herein shall have the meanings given to them in the Agreement.

This SOW is effective as of the Effective Date of the Agreement.

### 1.2 Service Description

CAPE Drone Software is a drone flight control software that facilitates live streaming, video management capabilities, and Line-of-Sight (LOS), Teleoperation-Line-Of-Sight (TLOS), or Teleoperations Beyond-Visual-Line-Of-Sight (BVLOS) operations dependent on customer subscription. It supports various drones and it can integrate with the Customer's new or existing hardware.

CAPE Drone Software is delivered through a subscription-based Software-as-a-Service (SaaS) model.

Motorola will perform the following implementation tasks to prepare the Customer's system/network for CAPE Drone Software functionality.

### 1.3 System Requirements

The Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services. Customer is solely responsible for any fees, including internet connection or mobile fees, that incur when accessing the Services and transferring data.

The following minimal specifications are required for the CAPE Drone Software to have base functionality:

- WiFi and WAN Network connectivity at all launch facilities:
  - Teleoperator desk/office: Dedicated bandwidth minimum of 20Mbps upload and 20Mbps download.
  - Pilot In Command (PIC) launch location: Dedicated bandwidth minimum of 20Mbps upload and 20Mbps download.

- PIC launch location: Dedicated bandwidth minimum of 20Mbps upload and 20Mbps download.
- Minimum 4G LTE wireless connectivity (if a network access point is not available).
- IT firewall profile configuration must be maintained at all times to allow ports and IP address ranges to operate CAPE.
- Electrical and A/C for housing drones based on the manufacturer's operating instructions and specifications.
- For Drone as a First Responder (DFR) launch minimum 8ft. x 8ft. Landing Pad at all launch locations.
- Part 107 Certified Pilots.
- Hardware required to support CAPE operations.
- UAS / Drone Hardware supported by the CAPE software.

## 1.4 General Responsibilities

### 1.4.1 Motorola Responsibilities

- Enable CAPE Drone Software on the Customer's network.
- Provide CAPE Configuration Documents.
- Motorola will create Customer accounts with the provided Authorized User information from the registration form.
- Provide Customer access to the administrative portal.
- Flight logs:
- Flight date and time duration.
- Telemetry.
- Flight error and warning notifications.
- PIC and teleoperator info.
- Provide on-site training.
- Provide 24x7x365 post-implementation Support.

### 1.4.2 Customer Responsibilities

- Customer will provide a Project Manager responsible for managing user accesses, data retention periods, and public flight data visibility.
- Customer will assign a Hardware Maintenance Designee responsible for ensuring that drones and related hardware are properly maintained and operational.
- Customer is responsible for implementation or acquisition of UAS Safety Operating Procedures (SOP), Safety Risk Management (SRM), and Personal Protective Equipment (PPE).
- Fleet management and reporting
- Customer will obtain, by their own means or through a third party, FAA Waivers for drone operations.
- In order to use CAPE, any end user who has registered an account with CAPE will be required to become an Authorized User. In registering for CAPE, Customer agrees to (1) provide true, accurate, current and complete information about the Authorized User as prompted by the registration form (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
- Customer will provide email addresses for Authorized Users. Motorola will establish user accounts to CAPE for Authorized Users provided by Customer. Motorola will provide training to Customer pilots on the usage of Software.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Customer is responsible for all operating policies and procedures, Drone Hardware, Internet Connectivity and all IT equipment and infrastructure. Customer is also responsible for providing Drone Pilots and ensuring all such pilots have appropriate Federal Aviation Administration ("FAA") authorizations for all Drone operations. Customer is responsible for also obtaining any FAA Certificate of Authorizations ("CoA") and regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations. Customer is responsible for selecting Drone Pilots capable of operating Drone Hardware.
- Customer is responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect and backup accounts and content in a manner that will provide appropriate security and protection, which may include use of encryption to protect content and routinely archiving content and data.

#### **1.4.3 Limitations and Exclusions**

- Customer may access the Software and Services and administer permissions, including establishing Authorized Users authorized to access its Account. Access information for the Customer Account is its internal use only. Customer agrees to not sell, transfer or sublicense the access information to any other entity or person, except that Customer may enable access by its agents and subcontractors performing work on its behalf. Customer is responsible for the security of its passwords, use of its Account and for all activities that occur under its Account. Motorola, its affiliates and suppliers specifically disclaim any and all responsibility for unauthorized access to Customer Account. Customer agrees to diligently monitor its Account, to restrict use by unauthorized persons. Customer accepts full responsibility for any unauthorized use of the Services. Customer shall notify Motorola immediately of any unauthorized use of its password(s) or any other breach of security.C
- Motorola procures cloud hosting services from reputable third party vendors (such as AWS and Google) and has no control over the methods they use for security and integrity of data on their servers. Motorola will use reasonable efforts to coordinate platform maintenance activities with such providers but is not responsible for service interruptions or breach or other loss of data caused due to such third party providers.
- Motorola does not provide an archiving service and only agrees that it will not intentionally delete any content or data prior to termination of the Agreement. Motorola expressly disclaims all other obligations with respect to storage. Motorola may reserve the right to delete any media data stored in the system, such as video or images, that are over 30 days old.

#### **1.5 Training**

Motorola will provide on-site CAPE Software System Administrator and Pilot Training at the Customer's agency. Training delivered on-site is described in the table below.

#### **1.6 Go Live Support**

Motorola will provide Go Live Support of the Customer's efforts with commencing live operation use of the software for 8 weeks post-implementation. Upon the Go Live date, Motorola will provide Support on a 24x7x365 basis via Intercom, phone, and email. On-site Support is available if support needs can not be resolved virtually.



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### **1.8 Disclaimer**

Motorola may collect, use and disclose quantitative data derived from the use of the Service for industry analysis, benchmarking, analytics, marketing, and other business purposes to the extent that is in support of the provision of the Services; provided that any such data will be in aggregate form only and will not contain Authorized User personal data.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

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

Submission Date:	12/18/25	Submitted by:	Don Bell
Meeting Date:	12/30/25	Department:	
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> 911 District PSAP Participation Fund for Spillman Flex Upgrade			
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <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       </div>			
<b>Agenda Wording:</b> Consider and take necessary action to approve the PSAP Participation Fund contribution from the 911 District in the amount of \$125,000 to be applied to the Motorola Solutions Spillman Contract costs and authorize the County Judge to sign all necessary documentation.			
<b>Background:</b> The 911 District has agreed to contribute \$125,000 the Sheriff's Office for the Spillman/Command Aware program upgrades included in this agenda. The 911 District will also need to approve however it is in their budget approved already.			
<b>Financial and Operational Impact:</b> The contribution is for \$125,000 and would be applied once we receive the invoice from Motorola Solutions. The County would invoice the 911 District. The County would encumber the funds however the 911 District funds would be received back into the fund number assigned in the encumbrance.			
<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>			
Name:	Don Bell		
Name:	Email: dbell@smith-county.com		
Name:	Rhonda Laney		
Name:	Email: rlaney@smith-county.com		
Name:			
Name:			

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 Tuesday at 5:00pm a 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.

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 Agenda Item # \_\_\_\_\_

**SUBMIT**

**REQUEST FOR PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDS FROM SC 9-1-1 DISTRICT**

Date of Request: December 2, 2025

Click here to enter text. , a local governmental entity in Smith County, Texas, here requests that the SC 9-1-1 District consider and approve this Request for Public Safety Answering Point (PSAP) Project Participation Funds to enhance and improve 9-1-1 System operations as described:

A. Amount of Funds Requested --\$125,000

B. Description of how funds will be used to enhance or improve 9-1-1 operations in Smith County: Funds will be used to purchase Radio Equipment for First Responders and Dispatch to replace equipment that is end of support.

Funds will be utilized for the advancement and upgrade of the Spillman and Command Aware RMS / CAD system software to provide additional features for law enforcement and first responders that will create advanced capabilities for situational awareness for multi-agency law enforcement events and streamline communications between the 911 Dispatch Center, Command Staff and Operational Staff to better serve the public.

I, the undersigned, am authorized to enter contracts on behalf of Smith County and I here represent that I am authorized to make this funding request on behalf of Smith County

I understand that should this request be approved, this Request form shall so note and be signed by the SC 9-1-1 Director and that by the addition of his signature, this document will be attached as either a fully incorporated EXHIBIT or AMENDMENT to the original *INTERLOCAL PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDING AGREEMENT* between SC 9-1-1 District and Smith County.

I understand that should this request be denied, that the same or different future funding requests may be made and that each such request will be reviewed and approved or denied based on the totality of circumstances and funding opportunities available at the time of each such request.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**On behalf of Smith County:**

---

Judge Neal Franklin, Authorized Representative (include Title or Position)

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**FOR SC 9-1-1 DISTRICT USE ONLY: Funding Approval or Denial**

1.\_\_\_\_ Having considered the foregoing and finding that mutual interests to improve Smith County 9-1-1 System services are served by granting the above described funding request, the request is **HEREBY APPROVED**.

**OR**

2.\_\_\_\_ The District, having considered the above request, cannot currently fund the described project and therefore, the request is **HEREBY DENIED**.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**On behalf of SC 9-1-1 District:**

---

**Bill Morales, Director**

**A copy of the signed Request form shall be sent to the requesting entity by certified mail, return receipt requested.**

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

Submission Date:	12/28/25		Submitted by:	Don Bell	
Meeting Date:	12/30/25		Department:	Information Technology	
Item Requested is:	<input checked="" type="checkbox"/> For Action/Consideration		<input type="checkbox"/> For Discussion/Report		
Title:	Motorola Watchguard Cloud Migration Sheriffs Office				
Agenda Category:	<input type="radio"/> Briefing Session <input checked="" type="radio"/> Court Orders <input type="radio"/> Presentation		<input type="radio"/> Recurring Business <input type="radio"/> Resolution <input type="radio"/> Executive Session		
Agenda Wording:	Consider and take necessary action to approve the CIP Project and contract for Watchguard Cloud System and Migration with Motorola Solutions under the HGAC Contract RA05-21 in the amount of \$192,392.40 and authorize the County Judge to sign all necessary documentation.				
Background:	This project was approved in Commissioners Court for FY26 and only is for the migration of evidence from Body Cameras and In Car Watchguard Cameras only for the Sheriffs Office. The other departments for the County will remain on premise. This is to move the digital evidence from these devices to the Motorola Cloud solution. The direction of the County will be to move all digital video evidence to the cloud for all departments.				
Financial and Operational Impact:	The cost for the Project under the HGAC contract is \$192,392.40 and was approved in the CIP Technology budget. The County budgeted \$214,000 in the CIP for this project.				
Attachments:	Yes <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/>				
<b>Return Signed Documents to the following:</b>					
Name:	Email: dbell@smith-county.com				
Name:	Email: rlaney@smith-county.com				
Name:	Email:				
Name:	Email:				

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**SUBMIT**

Billing Address:  
 SMITH COUNTY  
 200 E FERGUSON STE 203  
 SMITH COUNTY IT DEPT  
 TYLER, TX 75702  
 US

Quote Date:03/14/2025  
 Expiration Date:12/31/2025  
 Quote Created By:  
 Blake Galloway  
 Regional Sales Manager  
 Blake.Galloway@  
 motorolasolutions.com  
 214-551-2709

End Customer:  
 SMITH COUNTY

Contract: 17724 - HGAC (TX)-RA05-21  
 AGREEMENT: WG AGREEMENT  
 Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
V700									
1	WGA00640-KIT1	0852	V300/V700, DESKTOP USB DOCK CHGR/UPLD KIT	20		\$250.00	100.0%	\$0.00	\$0.00
2	WGP02950	0852	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	20		\$137.50	20.0%	\$110.00	\$2,200.00
3	WGB-0138A	0852	TRANSFER STATION, 8 SLOTS, FOR V300/V700 BWC	1		\$1,499.00	20.0%	\$1,199.20	\$1,199.20
4	WGB-0876A	0852	V700 BWC 1080P FN READY W/REM BATT LM	20		\$968.00	20.0%	\$774.40	\$15,488.00
5	WGA00640-KIT1	0852	V300/V700, DESKTOP USB DOCK CHGR/UPLD KIT	20		\$250.00	20.0%	\$200.00	\$4,000.00
6	LSV07S03512A	0854	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	20	3 YEARS	\$192.00	20.0%	\$153.60	\$3,072.00



Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
CommandCentral DEMS									
7	SSV00S05158A	0696	COMMANDCENTRAL DEMS PLUS SERVICE*	188	1 YEAR	\$396.00	20.0%	\$316.80	\$59,558.40
8	SSV00S05160A	0696	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER BODYWORN CAMERA*	127	1 YEAR	\$204.00	20.0%	\$163.20	\$20,726.40
9	SSV00S05161A	0696	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER IN-CAR VIDEO CAMERA*	122	1 YEAR	\$204.00	20.0%	\$163.20	\$19,910.40
10	SSV00S05163A	0696	COMMANDCENTRAL DEMS UNLIMITED STORAGE 3RD PARTY*	25	1 YEAR	\$312.00	0.0%	\$312.00	\$7,800.00
11	SSV00S03748A	0616	INTEGRATION: AWARE TO EVIDENCE*	1	1 YEAR	\$0.00	0.0%	\$0.00	\$0.00
12	SSV00S03682A	0616	INTEGRATION: CC EVIDENCE TO COMMUNITY*	1	1 YEAR	\$0.00	0.0%	\$0.00	\$0.00
13	SSV00S03389A	0259	FLEX RMS TO CC EVIDENCE INTEGRATION*	1	1 YEAR	\$0.00	0.0%	\$0.00	\$0.00
14	SSV00S03616A	0612	SOFTWARE,COMMAND CENTRAL INTERVIEW ROOM SUBSCRIPTION*	1	1 YEAR	\$0.00	0.0%	\$0.00	\$0.00
15	SSV00S03753A	0616	INTEGRATION: RESPONDER TO EVIDENCE*	1	1 YEAR	\$0.00	0.0%	\$0.00	\$0.00
16	WGW00166-100	0840	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	142		\$125.00	100.0%	\$0.00	\$0.00
17	PSV00S05486A	0914	MOBILE VIDEO ONSITE CLOUD DEPLOYMENT	1		\$13,498.00	0.0%	\$13,498.00	\$13,498.00
18	PSV00S05491A	0914	MOBILE VIDEO ONSITE TRAINING	1		\$0.00	0.0%	\$0.00	\$0.00
VideoManager EL or EX: Video Evidence Management									



Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
19	WCM000111-020	0840	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	0.0%	\$0.00	\$0.00
20	PSV07S04195A	0897	VIDEOMANAGER EL CLOUD ONBOARDING*	1		\$0.00	0.0%	\$0.00	\$0.00
21	PSV07S04030A	0853	MOBILE VIDEO PREV. MAINT. ONBOARDING*	1		\$0.00	0.0%	\$0.00	\$0.00
22	LSV07S04160A	0897	VIDEOMANAGER EL CLOUD ADVANCED PLUS	1	1 YEAR	Included	Includ ed	Included	Included
23	SSV07S05468A	0897	VIDEOMANAGER EL CLOUD ADVANCED PLUS - L	1	1 YEAR	\$102,399.96	56.05%	\$45,000.00	\$45,000.00
24	WGC01013	0696	VIRTUAL UPLOAD APPLIANCE*	1	1 YEAR	\$1,875.00	20.0%	\$1,500.00	\$1,500.00

**Grand Total** **\$193,952.40(USD)**



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

Submission Date:	12/17/2026	Submitted by:	Christina Haney
Meeting Date:	12/30/2026	Department:	PURCHASING
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> AWARD ROAD AND BRIDGE BIDS			
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <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       </div>			
<b>Agenda Wording:</b> Consider and take necessary action to award annual contracts for the following bids and authorize the County Judge to sign all related documentation. <ul style="list-style-type: none"> <li>a. RB-11-26 Annual Contract for Drainage Culverts (Base Bid A)</li> <li>b. RB-13-26 Annual Contract for Asphaltic Concrete Patching Material</li> </ul>			
<b>Background:</b> On 11/4/2025 Commissions Court approved Purchasing to go out for bid for the above.			
<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>			
Name:	CHRISTINA HANEY		
Name:	Email:		
Name:	JORDAN NORRIS		
Name:	Email:		
Name:	FRANK DAVIS		
Name:	Email:		

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**SUBMIT**

## CONTRACT

### RB-11-26 Drainage Culverts for Smith County

STATE OF TEXAS}  
COUNTY OF SMITH}

**WHEREAS**, The bid package **RB-11-26** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Smith County Commissioners Court as the governing body of Smith County did on 12-19-25 award a contract to Wilson Culverts, Inc., for **Drainage Culverts** in quantities and at prices as set forth in the bid package; and

**THEREFORE**, Know all men by these present, that this contract is entered into by Smith County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

**THAT IN ACCORDANCE** with bid package **RB-11-26** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

#### Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Smith County, Texas.

#### Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

## **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

**The contract for Drainage Culverts shall be for the period from January 1, 2026 and expiring on December 31, 2026, with one (1), one (1) year renewal option.**

**IN TESTIMONY WHEREOF:** Witness our hands at Tyler, Texas, effective as of the date awarded,

**Date signed:** 12-5-25

Wilson Culverts, Inc.

**VENDOR**

**SMITH COUNTY**

By: 

**Authorized Agent**

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

**Neal Franklin, County Judge  
Smith County, Texas**

## BID SHEETS

### BASE BID "A" – CORRUGATED STEEL PIPE (14 GA):

Quantity	Description of Items	Unit of Measure	Price per Unit	Total Item Price
20	15 in. corr. steel pipe	LF	\$ 19.69	\$ 393.80
40	18 in. corr. steel pipe	LF	\$ 23.59	\$ 943.60
40	24 in. corr. steel pipe	LF	\$ 31.20	\$ 1248.00
40	30 in. corr. steel pipe	LF	\$ 39.15	\$ 1566.00
40	36 in. corr. steel pipe	LF	\$ 46.88	\$ 1875.20
40	42 in. corr. steel pipe	LF	\$ 54.75	\$ 2190.00
100	48 in. corr. steel pipe	LF	\$ 74.66	\$ 7466.00
50	54 in. corr. steel pipe	LF	\$ 84.53	\$ 4226.50
100	60 in. corr. steel pipe	LF	\$ 91.99	\$ 9199.00
50	66 in. corr. steel pipe	LF	\$ 101.92	\$ 5096.00
100	72 in. corr. steel pipe	LF	\$ 111.19	\$ 11,119.00
50	78 in. corr. steel pipe	LF	\$ 119.44	\$ 5972.00
100	84 in. corr. steel pipe	LF	\$ 128.63	\$ 12,863.00
60	90 in. corr. steel pipe	LF	\$ 137.46	\$ 8247.60
60	96 in. corr. steel pipe	LF	\$ 146.63	\$ 8797.80
60	108 in. corr. steel pipe	LF	\$ 164.71	\$ 9852.60
60	120 in. corr. steel pipe	LF	\$ 242.85 12g	\$ 14571.00
<b>TOTAL BASE BID "A"</b>				<b>\$ 105,627.10</b>

#### Percent Increase For:

Asphalt Coating	~ 8%
Polymer Coating	50%
Alum. Steel Coating, Type 2	25%

**NOTE:** Unit cost for standard galvanized steel bands – Smith County will pay one and one – half (1 1/2) times the price per unit bid for each band from 15" through 54" and two (2) times the price per unit for each band from 60" through 120".

**BASE BID "B" - CORRUGATED POLYETHYLENE PIPE  
(SMOOTH INTERIOR WALL):**

Quantity (LF)	Description of items	Price per FT	Total Price
400	15 in. polyethylene pipe	\$ <i>No Bid</i>	\$
400	18 in. polyethylene pipe	\$	\$
400	24 in. polyethylene pipe	\$	\$
200	30 in. polyethylene pipe	\$	\$
100	36 in. polyethylene pipe	\$	\$
40	42 in. polyethylene pipe	\$	\$
40	48 in. polyethylene pipe	\$	\$
1	15 in. polyethylene coupling	\$	\$
1	18 in. polyethylene coupling	\$	\$
1	24 in. polyethylene coupling	\$	\$
1	30 in. polyethylene coupling	\$	\$
1	36 in. polyethylene coupling	\$	\$
1	42 in. polyethylene coupling	\$	\$
<b>TOTAL BASE BID "B"</b>			\$

**BASE BID "C" – HIGH-PERFORMANCE DUAL WALL CORRUGATED  
POLYPROPYLENE PIPE (SMOOTH INTERIOR WALL):**

Quantity (LF)	Description of items	Price per FT	Total Price
100	24 in. polypropylene pipe	\$ <i>No Bid</i>	\$
100	30 in. polypropylene pipe	\$	\$
100	36 in. polypropylene pipe	\$	\$
100	42 in. polypropylene pipe	\$	\$
100	48 in. polypropylene pipe	\$	\$
40	54 in. polypropylene pipe	\$	\$
40	60 in. polypropylene pipe	\$	\$
<b>TOTAL BASE BID "B"</b>			\$

## CONTRACT

### RB-13-26 Asphaltic Concrete Patching Material

STATE OF TEXAS}  
COUNTY OF SMITH}

**WHEREAS**, The bid package **RB - 13 - 26** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Smith County Commissioners Court as the governing body of Smith County did on 12/9/15 award a contract to MGS Cortex Construction, Inc. for **Asphaltic Concrete Patching Material** in quantities and at prices as set forth in the bid package; and

**THEREFORE**, Know all men by these present, that this contract is entered into by Smith County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

**THAT IN ACCORDANCE** with bid package **RB - 13 - 26** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the asphalt, materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

#### Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Smith County, Texas.

#### Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

### **Term**

**The contract for Asphaltic Concrete Patching Material shall be for the period for the period from date signed by all parties and expiring on December 31, 2026, with one (1), one (1) year renewal option.**

**IN TESTIMONY WHEREOF:** Witness our hands at Tyler, Texas, effective as of the date awarded,

**Date Signed:** 12/19/25

**VENDOR**

By:   
Eric P. Robb  
Authorized Agent

**SMITH COUNTY**

By: \_\_\_\_\_  
Neal Franklin, County Judge  
Smith County, Texas

## BID SHEET

### BULK MATERIAL

Description	Estimated Annual Quant.	Unit Price	Total
<b>BASE BID "A"</b> Bulk Delivery – Asphaltic Concrete Patching Material Per Specifications	800 Tons	\$ 245.00	\$ 196,000.00

Smith County reserves the right to increase or decrease the above listed quantity at the unit price bid.

1

1

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

Submission Date:	12/17/2025	Submitted by:	Christina Haney
Meeting Date:	12/30/2025	Department:	
Item Requested is:		<input type="checkbox"/> For Action/Consideration	<input type="checkbox"/> For Discussion/Report
<b>Title:</b> Advertise, Solicit, and Receive Sealed R&B Bids			
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <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         </div>			
<b>Agenda Wording:</b> Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following: a) RB 15-26 Annual Roadway Striping b) RB 16-26 Annual Contract for Drainage Culverts (Base Bid B and C)			
<b>Background:</b> We are rebidding both bids.			
<b>Financial and Operational Impact:</b>			
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" 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>			
Name:	Email:		

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.

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

**SUBMIT**

12

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

Submission Date:	12/19/25	Submitted by:	Jana Teague for SCSO	
Meeting Date:	12/30/25	Department:	Auditors for SCSO	
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report		
<b>Title:</b> SCSO Peace Officer Mental Health Program				
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <input type="radio"/> Briefing Session      <input type="radio"/> Recurring Business  <input type="radio"/> Court Orders      <input checked="" type="radio"/> Resolution  <input type="radio"/> Presentation      <input type="radio"/> Executive Session       </div>				
<b>Agenda Wording:</b> Consider and take necessary action to approve to apply, to sign resolution for the Office of the Governor Public Safety Office Peace Officer Mental Health Program, FY2027 grant application.				
<b>Background:</b> State funds for these projects are authorized under the Texas General Appropriations Act, Article I for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.				
<b>Financial and Operational Impact:</b> No match is required				
<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>				
Name:	Jana Teague <input type="text" value="jteague@smith-county.com"/>			
Name:	<input type="text"/>			
Name:	<input type="text"/>			
Name:	<input type="text"/>			

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

**SUBMIT**



**RESOLUTION  
FY27 SCSO PEACE OFFICER MENTAL HEALTH PROGRAM**

**WHEREAS**, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County that the FY27 SCSO Peace Officer Mental Health Program be operated for FY27; and

**WHEREAS**, Smith County agrees that in the event of loss or misuse of the Office of the Governor funds, Smith County assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Smith County Commissioners Court designates Neal Franklin, Smith County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Smith County Commissioners Court approves submission of the grant application for the FY27 SCSO Peace Officer Mental Health Program to the Office of the Governor.

Passed and approved this 30<sup>th</sup> day of December 2025.

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Neal Franklin, County Judge

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Christina Drewry, Comm. Pct. 1

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John Moore, Comm. Pct. 2

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J Scott Herod, Comm. Pct. 3

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Ralph Caraway, Sr., Comm. Pct. 4

13

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

Submission Date:	12/19/25	Submitted by:	Jana Teague for SCSO	
Meeting Date:	12/30/25	Department:	Auditors for SCSO	
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report		
<b>Title:</b> FY27 SCSO Body Worn Camera Project				
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <input type="radio"/> Briefing Session         <input type="radio"/> Recurring Business  <input type="radio"/> Court Orders         <input checked="" type="radio"/> Resolution  <input type="radio"/> Presentation         <input type="radio"/> Executive Session       </div>				
<b>Agenda Wording:</b> Consider and take necessary action to approve to apply, to sign resolution for the Office of the Governor Public Safety Office Body Worn Camera program, FY2027 grant application.				
<b>Background:</b> State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 32 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$10M for FY2027.				
<b>Financial and Operational Impact:</b> 25% Match				
<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>				
Name:	Jana Teague <input type="text" value="jteague@smith-county.com"/>			
Name:	<input type="text"/>			
Name:	<input type="text"/>			
Name:	<input type="text"/>			

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

**SUBMIT**



**RESOLUTION  
FY27 SCSO BODY WORN CAMERA PROJECT**

**WHEREAS**, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County that the FY27 SCSO Body Worn Camera Project be operated for FY27; and

**WHEREAS**, The Smith County Commissioners Court agrees to provide applicable matching funds for the said project as required by PY2027 Body-Worn Camera Program grant application; and

**WHEREAS**, Smith County agrees that in the event of loss or misuse of the Office of the Governor funds, Smith County assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Smith County Commissioners Court designates Neal Franklin, Smith County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Smith County Commissioners Court approves submission of the grant application for the FY27 SCSO Body Worn Camera Project to the Office of the Governor.

Passed and approved this 30<sup>th</sup> day of December 2025.

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Neal Franklin, County Judge

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Christina Drewry, Comm. Pct. 1

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John Moore, Comm. Pct. 2

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J Scott Herod, Comm. Pct. 3

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Ralph Caraway, Sr., Comm. Pct. 4

1

4

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

Submission Date:	12/19/25	Submitted by:	Jana Teague for SCSO	
Meeting Date:	12/30/25	Department:	Auditors for SCSO	
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration	<input type="checkbox"/> For Discussion/Report	
<b>Title:</b> FY27 SCSO Rifle Resistant Body Armor Project				
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session				
<b>Agenda Wording:</b> Consider and take necessary action to approve to apply, to sign resolution for the Office of the Governor Public Safety Office Rifle-Resistant Body Armor Grant program, FY2027 grant application.				
<b>Background:</b> State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 25 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$3M for FY2027.				
<b>Financial and Operational Impact:</b> No match is required				
<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>				
Name:	Jana Teague <input type="text" value="jteague@smith-county.com"/>			
Name:	<input type="text"/>			
Name:	<input type="text"/>			
Name:	<input type="text"/>			

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

**SUBMIT**



**RESOLUTION**  
**FY27 SCSO Rifle Resistant Body Armor Project**

**WHEREAS**, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County that the FY27 SCSO Rifle Resistant Body Armor Project be operated for FY27; and

**WHEREAS**, Smith County agrees that in the event of loss or misuse of the Office of the Governor funds, Smith County assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Smith County Commissioners Court designates Neal Franklin, Smith County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Smith County Commissioners Court approves submission of the grant application for the FY27 SCSO Rifle Resistant Body Armor Project to the Office of the Governor.

Passed and approved this 30<sup>th</sup> day of December 2025.

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Neal Franklin, County Judge

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Christina Drewry, Comm. Pct. 1

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John Moore, Comm. Pct. 2

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J Scott Herod, Comm. Pct. 3

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Ralph Caraway, Sr., Comm. Pct. 4

15

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

Submission Date:	12/19/25	Submitted by:	Jana Teague for SCSO	
Meeting Date:	12/30/25	Department:	Auditors for SCSO	
Item Requested is:		<input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report		
<b>Title:</b> FY27 SCSO Sexual Assault Evidence Testing Project				
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <input type="radio"/> Briefing Session      <input type="radio"/> Recurring Business  <input type="radio"/> Court Orders      <input checked="" type="radio"/> Resolution  <input type="radio"/> Presentation      <input type="radio"/> Executive Session       </div>				
<b>Agenda Wording:</b> Consider and take necessary action to approve to apply, to sign resolution for the Office of the Governor Public Safety Office Sexual Assault Evidence Testing Grant program, FY2027 grant application.				
<b>Background:</b> State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor, and as defined in Section 772.00716 of the Texas Government Code. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$2M for FY2027.				
<b>Financial and Operational Impact:</b> No Match				
<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>				
Name:	Jana Teague <input type="text" value="jteague@smith-county.com"/>			
Name:	<input type="text"/>			
Name:	<input type="text"/>			
Name:	<input type="text"/>			

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

**SUBMIT**



**RESOLUTION  
FY27 SCSO SEXUAL ASSAULT EVIDENCE TESTING PROGRAM**

**WHEREAS**, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County that the FY27 SCSO Sexual Assault Evidence Testing Program be operated for FY27; and

**WHEREAS**, Smith County agrees that in the event of loss or misuse of the Office of the Governor funds, Smith County assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Smith County Commissioners Court designates Neal Franklin, Smith County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Smith County Commissioners Court approves submission of the grant application for the FY27 SCSO Sexual Assault Evidence Testing Program to the Office of the Governor.

Passed and approved this 30<sup>th</sup> day of December 2025.

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Neal Franklin, County Judge

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Christina Drewry, Comm. Pct. 1

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John Moore, Comm. Pct. 2

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J Scott Herod, Comm. Pct. 3

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Ralph Caraway, Sr., Comm. Pct. 4

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# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: Weekly	Department: Auditor
Item Requested is:	<input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report
<b>Title:</b> Weekly Bill Pay	
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
<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>	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? 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>	
Name:	Email:

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 Tuesday at 5:00pm a 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.

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

**SUBMIT**



# Smith County

## *Fund 10 – General*

### *FY26 Budget*

**DEPARTMENT:** Fund 10 – General

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**FROM:**

Account Name	Account Number	Amount
CONTINGENCY	10.409.4400.499	\$302,500.00
	<b>Total</b>	<b>\$302,500.00</b>

**TO:**

Account Name	Account Number	Amount
HIST MARKER REPLACEMENT	10.515.4400.451	\$ 2,500.00
OPIOID GRANT FUNDING	10.515.4600.685	300,000.00
	<b>Total</b>	<b>\$302,500.00</b>

**BRIEF EXPLANATION FOR REQUEST:**

To set up budget for Historical Marker Replacement and OPIOID grant


**Approved by Commissioners Court:**  
**Date: December 30, 2025**

**Budget Setup:**  
**Date: December 19, 2025**

---

**Neal Franklin, Smith County Judge**

**Jana Teague, County Auditors Office**

Smith County Auditors Office 200 E. Ferguson, #407, Tyler, Texas 75702



## FY26 - BUDGET AMENDMENT - EXPENDITURE

**Fund Name:** Fund 32

**Amount:** \$12,747.66

To appropriate new revenue received and certified from the insurance settlements below.

VIN #	Department	Amount	Expenditure Acct.
3009	FCIC	\$12,747.66	32.475.4400.477

***Amendment #E2026-02***

*Court approved:* \_\_\_\_\_

---

*Neal Franklin, Smith County Judge*



## FY26 - BUDGET AMENDMENT - REVENUE

**Fund Name:** Fund 32

**Amount:** \$12,747.66

**Account Number:** 32.33913

**Insurance Proceeds**

To certify the receipt of insurance proceeds as indicated below.

---

VIN #	Department	Amount	
3009	FCIC	\$8,901.46	Damages
3009	FCIC	\$3,846.20	Damages Supp

***Amendment #R2026-02***

***Court approved:*** \_\_\_\_\_

---

***Neal Franklin, Smith County Judge***



## FY26 - BUDGET AMENDMENT - EXPENDITURE

**Fund Name:** Fund 75

**Amount:** \$3,454.90

To appropriate new revenue received and certified from the insurance settlements below.

VIN #	Department	Amount	Expenditure Acct.
8813	R&B	\$3,454.90	75.615.4400.477

***Amendment #E2026-03***

*Court approved:* \_\_\_\_\_

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*Neal Franklin, Smith County Judge*



## FY26 - BUDGET AMENDMENT - REVENUE

**Fund Name:** Fund 75

**Amount:** \$3,454.90

**Account Number:** 75.33913

**Insurance Proceeds**

To certify the receipt of insurance proceeds as indicated below.

---

VIN #	Department	Amount	
8813	R&B	\$3,454.90	Damages Supp

***Amendment #R2026-03***

***Court approved:*** \_\_\_\_\_

---

***Neal Franklin, Smith County Judge***

SMITH COUNTY TREASURER

VENDOR 000261 GENERAL FUND

12/16/2025

CHECK# 138219

FUND & ACCOUNT	P.O. #	INVOICE	DESCRIPTION	AMOUNT
56.1398			INSURANCE DUE TO	1,000,000.00
			TOTAL	1,000,000.00

1445553 SM CO INSURA



SMITH COUNTY TREASURER  
BY ORDER OF THE COMMISSIONERS  
COURT OF SMITH COUNTY

SOUTHSIDE BANK  
TYLER TEXAS

DUE TO  
CHECK NO. 138219

DATE	AMOUNT
12/16/2025	\$1,000,000.00

ONE MILLION AND 00/100 DOLLARS

PAY  
TO THE  
ORDER  
OF  
GENERAL FUND

VOID AFTER 90 DAYS

*Antonia Rawlings*  
Antonia Rawlings  
County Treasurer  
  
**VOID**  
Kathy S. Smith  
County Auditor

138219 111923607 1445553

## REQUEST FOR PAYMENT

**PAYABLE TO:** General Fund

10.1317

ADDRESS:

CITY, STATE, ZIP:

DATE: 12/16/2025

**DEPOSIT TO:**

Vendor # 261

I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES  
HEREIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC  
BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS  
HAS BEEN REQUESTED.

*Heather Foster*

## ASSISTANT COUNTY AUDITOR

12/16/2025

DATE

**COMMISSIONERS COURT APPROVAL**

**BUDGET ADEQUATE - APPROVED**

H. Fetter

SMITH COUNTY TREASURER

VENDOR 000261 GENERAL FUND

12/16/2025

CHECK# 138220

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
32.2070			FCIC DUE TO	1,000,000.00
			TOTAL	1,000,000.00

FINANCIAL CRIME



SMITH COUNTY TREASURER  
BY ORDER OF THE COMMISSIONERS  
COURT OF SMITH COUNTY

SOUTHSIDE BANK  
TYLER TEXAS

DUE TO  
CHECK NO. 138220

DATE	AMOUNT
12/16/2025	\$1,000,000.00

ONE MILLION AND 00/100 DOLLARS

PAY GENERAL FUND  
TO THE  
ORDER  
OF

VOID AFTER 90 DAYS

*Antonia Rawlings*  
County Treasurer  
**VOID**  
County Auditor

138220 01119236071573217

## REQUEST FOR PAYMENT

**PAYABLE TO:** General Fund

10.1317

ADDRESS:

---

CITY, STATE, ZIP:

---

DATE: 12/16/2025

12/16/2025

**DEPOSIT TO:**

I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES  
HEREIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC  
BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS  
HAS BEEN REQUESTED.

*Heather Foster*

12/16/2025

## ASSISTANT COUNTY AUDITOR

DATE

**COMMISSIONERS COURT APPROVAL**

**BUDGET ADEQUATE - APPROVED**

**BUDGET ADEQUATE - APPROVED**

OFFICE OF  
SMITH COUNTY TREASURER  
200 EAST FERGUSON, SUITE 402  
TYLER, TEXAS 75702  
TELEPHONE 903-590-4731  
FAX 903-590-4733

12/17/2025

Southside Bank  
100 S. Beckham  
Tyler, TX. 75701

Attention: Wire Department  
Re: Adult Probation Insurance Wire

Please use this letter as your authorization to wire out funds from Smith County Community Service (Adult Probation) checking account [REDACTED] to the Department of Criminal Justice for CSCD #212. The wire amount today is \$12,860.20

Please e-mail a confirmation number to [arawlings@smith-county.com](mailto:arawlings@smith-county.com) and [dsimmons@smith-county.com](mailto:dsimmons@smith-county.com) or fax to 903-590-4733.

The wire instructions are stated below:

First National Bank  
2506 Pine Shadows Drive  
Huntsville, TX. 77342  
[REDACTED]

Account Name: TDCJ Insurance  
[REDACTED]  
[REDACTED]

Thank you for your help in this matter.

Sincerely,

*Atonia Rawlings*

Atonia Rawlings, CCT-CIO  
Smith County Treasurer

*Karin Smith*

Karin Smith,  
Smith County Auditor

**COMPLETED**

*H. M. [Signature]*



**SMITH COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT**

217 E. Line Street  
Tyler, Texas 75702  
(903) 590-2700 \* Fax (903) 590-2726

Kendrick Freeman  
Director

---

**REQUEST FOR WIRE TRANSFER**

**PAYABLE TO:** Texas Department of Criminal Justice  
PO Box 4015  
Huntsville, Texas 77342-4015

**WIRE TO:** First Financial Bank  
2506 Pine Shadows Drive  
Huntsville, Texas 77342

[REDACTED]  
[REDACTED]

---

**FROM SMITH COUNTY  
CSCD CHECKING ACCT. [REDACTED]**

**DESCRIPTION:** Employee Insurance Deductibles for the  
Month of December 2025/Smith CSCD #212

**AMOUNT:** \$12,860.20

---

I certify that the above amount is a true and correct total for employee insurance deductibles for the period indicated.

Denise Roberts  
Denise Roberts, Benefit Coordinator

12/17/25  
Date

OFFICE OF  
SMITH COUNTY TREASURER  
200 EAST FERGUSON, SUITE 402  
TYLER, TEXAS 75702  
TELEPHONE 903-590-4731  
FAX 903-590-4733

December 22nd, 2025

Southside Bank  
100 S. Beckham  
Tyler, TX. 75701

Attention: Wire Department  
Re: RX Wire

Dear Wire Department,

Please use this letter as your authorization to wire out funds from Smith County Insurance Fund # 56 Account [REDACTED] to Health Care Service Corp/BCBS for January 2026 Retiree 65+ Medicare Supplement fees. List Bill Payor ID: TX065LB000000592-4. The amount of wire is \$38,815.00.

The wire instructions are below:

Bank of America, N.A.  
300 E Randolph St Fl 4  
Chicago, IL 60601-7302

Account Name: Health Care Service Corp  
[REDACTED]

Thank you for your help in this matter.

Sincerely,

*Atonia Rawlings*  
Atonia Rawlings, CCT-CIO  
Smith County Treasurer

*Karin Smith*  
Karin Smith  
Smith County Auditor

**COMPLETED**

*[Signature]*

**REQUEST FOR PAYMENT**

**GIVEN TO TREASURER FOR  
BANK WIRE TRANSFER**

PAYABLE TO: **HEALTH CARE SERVICE CORP / BCBS**  
**300 E RANDOLPH ST FL 4**  
**CHICAGO, IL 60601-7302**

DATE: **12/19/2025**

FUND	DEPT	CAT.	ITEM	DESCRIPTION	AMOUNT
56	409	4450	406	Jan 2026 RETIREE 65+ Medicare Supplement	<b>\$38,815.00</b>
				List Bill Payor ID: TXO65LB000000592-4	
<b>TOTALS</b>					<b>\$38,815.00</b>

**I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES  
HEREIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC  
BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS  
HAS BEEN REQUESTED.**

Mintygreen  
ASSISTANT COUNTY AUDITOR

COMMISSIONERS COURT APPROVAL

12/19/2025

DATE

J. Fetter  
BUDGET ADEQUATE - APPROVED

OFFICE OF  
SMITH COUNTY TREASURER  
200 EAST FERGUSON, SUITE 402  
TYLER, TEXAS 75702  
TELEPHONE 903-590-4731  
FAX 903-590-4733

December 22nd 2025

Southside Bank  
100 S. Beckham  
Tyler, TX. 75701

Attention: Wire Department  
Re: RX Wire

Dear Wire Department,

Please use this letter as your authorization to wire out funds from Smith County Insurance Fund # 56 [REDACTED] to Health Care Service Corp/BCBS for January 2026 Retiree 65+ Medicare Supplement fees. List Bill Payor ID: TXLB0592. The amount of the wire is \$10,670.32

The wire instructions are below:

Bank of America, N.A.  
300 E Randolph St Fl 4  
Chicago, IL 60601-7302

[REDACTED]  
Account Name: Health Care Service Corp  
[REDACTED]

Thank you for your help in this matter.

Sincerely,

*Atonia Rawlings*  
Atonia Rawlings, CCT-CIO  
Smith County Treasurer

*Karin Smith*

Karin Smith  
Smith County Auditor

**COMPLETED**  
*[Signature]*

## REQUEST FOR PAYMENT

**GIVEN TO TREASURER FOR  
BANK WIRE TRANSFER**

PAYABLE TO: HEALTH CARE SERVICE CORP / BCBS  
300 E RANDOLPH ST FL 4  
CHICAGO, IL 60601-7302

DATE: 12/19/2025

**I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES  
HEREIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC  
BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS  
HAS BEEN REQUESTED.**

Misty Green  
ASSISTANT COUNTY AUDITOR

## **COMMISSIONERS COURT APPROVAL**

12/19/2025

DATE

DATE  
  
BUDGET ADEQUATE - APPROV

OFFICE OF  
SMITH COUNTY TREASURER  
200 EAST FERGUSON, SUITE 402  
TYLER, TEXAS 75702  
TELEPHONE 903-590-4731  
FAX 903-590-4733

December 22, 2025

Southside Bank  
100 S. Beckham  
Tyler, TX. 75701

Attention: Wire Department  
Re: Payroll Wire

Dear Wire Department,

Please use this letter as your authorization to wire out funds from Smith County Payroll Fund [REDACTED] to Kim Christopher for 12/19/25 Payroll. The wire amount today is \$100.00.

The wire instructions are below:

Kim Christopher  
10475 County Road 152 West, Bullard, TX 75757

Bank of America  
[REDACTED]  
[REDACTED]

Thank you for your help in this matter.

Sincerely,

*Atonia Rawlings*

Atonia Rawlings, CCT-CIO  
Smith County Treasurer

*Karin Smith*

Karin Smith,  
Smith County Auditor

**COMPLETED**

*MM*

**REQUEST FOR PAYMENT**

**GIVEN TO TREASURER FOR  
BANK WIRE TRANSFER**

PAYABLE TO: Kim Christopher

DATE: 12/22/2025

FUND	DEPT	CAT.	ITEM	DESCRIPTION	AMOUNT
				Transfer funds from fund 99 - Account #1287575	\$100.00
				Transfer to Bank of America- RT #111000025 Acount [REDACTED]	
				10475 County Road 152 West Bullard, TX 75757	
<b>TOTALS</b>					<b>\$100.00</b>

I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES HEREIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS HAS BEEN REQUESTED.

ASSISTANT COUNTY AUDITOR

12-22-25

DATE



COMMISSIONERS COURT APPROVAL

BUDGET ADEQUATE - APPROVED

17

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

Submission Date:	12/18/2025	Submitted by:	T. Wilson
Meeting Date:	12/30/2025	Department:	Comm. Court
Item Requested is:		<input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Executive Session			
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <input type="radio"/> Briefing Session         <input type="radio"/> Recurring Business  <input type="radio"/> Court Orders         <input type="radio"/> Resolution  <input type="radio"/> Presentation         <input checked="" type="radio"/> Executive Session       </div>			
<b>Agenda Wording:</b> <p>SECTION 551.074 PERSONNEL MATTERS        SECTION 551.071 CONSULTATION WITH ATTORNEY        Deliberation and consultation with attorney regarding regulatory compliance and claims submitted through the Smith County Health Plan, and compliance with Local Government Code Chapter 262, Subchapter C.</p> <p>Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer and Budget Analyst.</p>			
<b>Background:</b> <p> </p> <p> </p>			
<b>Financial and Operational Impact:</b> <p> </p> <p> </p>			
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" 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>			
Name:	Email:		

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.

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

**SUBMIT**

18

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

Submission Date:	12/18/2025	Submitted by:	T. Wilson
Meeting Date:	12/30/2025	Department:	Comm. Court
Item Requested is:		<input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Executive Session			
<b>Agenda Category:</b> <div style="display: flex; justify-content: space-around;"> <input type="radio"/> Briefing Session         <input type="radio"/> Recurring Business  <input type="radio"/> Court Orders         <input type="radio"/> Resolution  <input type="radio"/> Presentation         <input checked="" type="radio"/> Executive Session       </div>			
<b>Agenda Wording:</b> <p>SECTION 551.074 PERSONNEL MATTERS        SECTION 551.071 CONSULTATION WITH ATTORNEY        Deliberation and consultation with attorney regarding regulatory compliance and claims submitted through the Smith County Health Plan, and compliance with Local Government Code Chapter 262, Subchapter C.</p> <p>Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer and Budget Analyst.</p>			
<b>Background:</b> <p> </p> <p> </p>			
<b>Financial and Operational Impact:</b> <p> </p> <p> </p>			
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" 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>			
Name:	Email:		

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.

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

**SUBMIT**

19

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

Submission Date:	12/22/2025		Submitted by:	J Bell for T Wilson	
Meeting Date:	12/30/2025		Department:	Commissioners Court	
Item Requested is:	<input checked="" type="checkbox"/> For Action/Consideration		<input type="checkbox"/> For Discussion/Report		
Title:	Ancillary agreements & disclosures related to Health Plan				
Agenda Category:	<input type="radio"/> Briefing Session <input checked="" type="radio"/> Court Orders <input type="radio"/> Presentation		<input type="radio"/> Recurring Business <input type="radio"/> Resolution <input type="radio"/> Executive Session		
Agenda Wording:	Consider and take necessary action to approve the following ancillary agreements and disclosures pursuant to Local Government Code, § 262.036 related to the Smith County Health Plan, and authorize the county judge to sign all related documentation: a. Benefits Bucks, Inc., FSA/HSA Administration, b. Cobra Charmers, Inc., Cobra Benefits Administration, c. Brinson Benefits, Inc., BSwift Benefits Enrollment Portal, and d. MyTelemedicine, Inc. dba Lyric Health, Telemedicine Administration.				
Background:					
Financial and Operational Impact:					
Attachments: Yes <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/>					
<b>Return Signed Documents to the following:</b>					
Name: T Wilson	Email: twilson@smith-county.com				
Name:	Email:				
Name:	Email:				
Name:	Email:				

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.

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

**SUBMIT**

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Smith County, in Tyler, TX (“Client”) a political subdivision of the State of Texas and Benefit Bucks, Inc. having its principal place of business in Tarrant County, Texas, at 8605 Airport Freeway North Richland Hills, TX 76180 (“Benefit Bucks”).

1. **Purpose.** The purpose of this Agreement is to state the terms and conditions under which Benefit Bucks shall provide third party administration services to Client.
2. **Description of Services.** Benefit Bucks’ services to Client shall include:
  - Refer to Exhibit A
3. **Work with Client Staff.** In undertaking the foregoing services on behalf of Client, Benefit Bucks shall work closely with the Human Resources and/or his/her designees, including other Client Human Resources personnel and other appropriate Client personnel and officials (“Client Staff”), and perform any and all related tasks required by Client Staff in order to fulfill the purposes of this Agreement.
4. **Performance of Services.** Benefit Bucks and its employees and/or associates shall perform all the services under this Agreement and Benefit Bucks hereby agrees and represents that all of its employees and/or associates who perform services under this Agreement are and shall be fully qualified and competent to perform the services described herein.
5. **Term.** The term of this Agreement is October 1, 2025 through September 30, 2026, unless sooner terminated pursuant to paragraph number 10 below. Further, Benefit Bucks understands and agrees that all services, written reports, and other data are to be completed and delivered to Client by the termination date unless an extension of time is approved by Client Staff.
6. **Compensation for Services.** In consideration of the professional services to be performed by Benefit Bucks pursuant to the terms of this Agreement, Benefit Bucks shall be paid for services rendered. If other services are provided to Client, Benefit Bucks shall bill Client for services rendered as provided for in this Agreement. Refer to Exhibit A for detailed fees.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the interest rate that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday

Benefit Bucks reserves the right to suspend or terminate all Benefit Bucks services until full payment and applicable late fees are received. Benefit Bucks shall have the right to change its professional service fees with 60 days advance notice conditioned upon written acceptance in advance by Client.

7. **Change in Scope or Focus of Services.** Client and Benefit Bucks acknowledge that Client may request, from time to time, changes in the scope or focus of the activities and services conducted or to be conducted by Benefit Bucks pursuant to this Agreement. Any such change which varies significantly from the Description of Services referenced above and which entails a significant increase in cost or expense to Benefit Bucks shall be mutually agreed on by Benefit Bucks and Client. Any changes to the scope of work that, in the judgment of both Benefits Bucks and the Client Staff, are likely to require the client to provide additional funding must first be authorized by the client in advance.
8. **Benefit Bucks' Liability and Insurance Coverage.** Approval of Client shall not constitute nor be deemed a release of the responsibility and liability of Benefit Bucks, its employees, agents and/or associates for the accuracy and competency for their designs, reports, information, and other documents or services, nor shall approval be deemed to be the assumption of such responsibility by Client for any defect, error or omission in the documents prepared by Benefit Bucks, its employees, agents and/or associates.
9. **Indemnity.** Benefit Bucks shall defend, indemnify, and hold Client whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by or from any negligent act, error or omission of Benefit Bucks and/or any agent, servant, or employee of Benefit Bucks, in the execution or performance of this Agreement.
10. **Termination.** Either party may terminate this Agreement for any reason upon ninety (90) days advance written notice, it being understood and agreed that the termination date shall be effective first of the month following **90 days** after the written notice of termination is provided.. Either party may terminate this Agreement without notice for gross negligence only. A termination for gross negligence must be in writing and specifically detail the gross negligence. "Gross negligence" means an act or omission that, when viewed objectively from the actor's standpoint at the time of its occurrence, involves an extreme degree of risk, considering the probability and magnitude of potential harm to others, and of which the actor has actual, subjective awareness but proceeds with conscious indifference to the rights, safety, or welfare of others.
11. **Additional Terms of Agreement.** The following shall be additional conditions of, and a part of, the consideration of this Agreement, to-wit:

- Nondiscrimination. As a condition of this Agreement, Benefit Bucks covenants that it will take all necessary actions to insure that, in connection with any work undertaken pursuant to this Agreement, that it, its associates, agents and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on any basis prohibited by applicable law, including but not limited to race, color, religion, national origin, age, sex or physical disability, either directly,

indirectly or through contractual or other arrangements. In this regard, Benefit Bucks shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from completion of services to Client, with full access allowed to authorized representatives of Client, upon request, for purposes of evaluating compliance with this and other provisions of this Agreement.

- Assignment. This Agreement shall not be assigned, in whole or in part, without the prior express written consent of Client.
- Notices. All notices and communications, required or permitted under this Agreement shall be personally delivered, mailed or emailed to the respective parties, postage prepaid, or delivered electronically at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for Client to:

Name: Esmeralda Corona  
Title: Human Resource Director  
Company: Smith County  
Address: 200 East Ferguson Street #202  
City, State Zip: Tyler, TX 75702

With copy to: Smith County DA  
Civil Division  
200 E. Ferguson, Suite 211  
Tyler, TX 75702

If intended for Benefit Bucks, to:

Name: Dawn Brinson  
Title: CEO  
Company: Benefit Bucks, Inc.  
Address: 8605 Airport Freeway  
City, State Zip: North Richland Hills, TX 76180

- Independent Contractor. In performing services under this Agreement, Benefit Bucks is and shall be considered an independent contractor of Client. Nothing contained herein shall modify that relationship and the parties hereto specifically acknowledge that Benefit Bucks is an independent contractor of Client. Additionally, no term or provision of this Agreement shall be construed as making Benefit Bucks an agent, servant or employee of Client.
- Venue. The obligations of the parties pursuant to this Agreement are performed

in Smith County, Texas and North Richland Hills, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Smith County, Texas.

- Applicable Laws, This Agreement is made subject to the provisions of applicable state and federal laws. Further, this Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- Mediation. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, the parties hereto agree to submit such controversy or claim to nonbinding mediation. Cost of mediation shall be split evenly among the parties. All in person mediation shall occur in Smith County, Texas.
- Entire Agreement. This Agreement contains the entire agreement between the parties and this Agreement supersedes any and all other agreements, whether oral or written. This Agreement may not be amended except in writing and all amendments must be approved by both Client and Benefit Bucks'
- Severability. If any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision.
- Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Client warrants and represents that the individual executing this Agreement on behalf of Client has full authority to execute this Agreement and bind Client to the same. Benefit Bucks warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Benefit Bucks to same.
- Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- Attorney Fees. To the extent allowed by law, In the event of any dispute that results in a proceeding to construe or enforce any provisions of this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorneys' fees and other costs incurred (in addition to all other amounts and relief to which such party may be entitled to recover).
- Compliance with Laws. Each party shall comply with all applicable federal,

state, and local laws and regulations in connection with its activities pursuant to this agreement.

- Confidentiality. The terms and conditions of this agreement are confidential and are not to be disclosed to any other party without the written consent by both Client and Benefit Bucks'.
- No Boycott Israel. Pursuant to Section 2271.002, Texas Government Code, Owner hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, to the extent, if any, that this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and verification is made solely to comply with Section 2271.002, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certification and verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in the Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.
- No Boycott Energy Companies. To the extent, if any, that this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and is made only to the extent such section is not repealed by any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and that exists to make a profit.

- No Boycott Firearms Entities or Firearm Trade Associations. To the extent, if any, that this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and are made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary any such certifications and verifications, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the OWNER and that exists to make a profit.

- HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, Owner must fill out a conflict-of-interest form ("Disclosure of Interested Parties" at the time the Owner submits this executed Agreement to the County. For further information, to the requirements are found on the Texas Ethics Commission website via the following link. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The County has no obligation under this Agreement until such form is accurately completed and properly submitted, and any County obligation is conditioned on such proper completion and submission

EXECUTED AND AGREED TO by Smith County and Benefit Bucks on the 1<sup>st</sup> day of October 2025.

**ACCEPTED:**

**Smith County**

“Client”

**Judge Neal Franklin**

By

---

Signature

**10/1/2025**

Date

**ACCEPTED:**

**Benefit Bucks, Inc.**

“Benefit Bucks”

**Dawn Brinson, CEO**

By

---

Signature

**10/1/2025**

Date

**PROFESSIONAL SERVICES AGREEMENT - EXHIBIT A**

**Benefit Bucks, Inc. Executed**



## New/Renewing Client Application

Please email completed forms to:  
Email: [clientservices@mybenefitbucks.com](mailto:clientservices@mybenefitbucks.com)

### EMPLOYER INFORMATION – All Fields Required

Legal Name of Employer Dba (if applicable)		The County of Smith	
Physical Address (street, city, state, zip)		Telephone 903-590-4642	
Mailing Address (if different)		Federal Tax ID 75-6001155	
Company is operating pursuant to Laws of the State of TX	Type of Legal Entity (CCorp, SCorp, LLC, etc)	Gov	Date Incorporated (mm/dd/yyyy) April 11, 1846
Name of COBRA Admin Provider	NAICS Code 921110		
List any affiliated Companies and their TaxIDs that will be adopting this plan(s) (attach additional page if needed)			
1. n/a			
2.			

### EMPLOYER CONTACTS (complete all that apply)

TYPE (Select all that apply)	NAME and TITLE	PHONE	EMAIL	Admin Portal Access
HR Daily Contact - primary	ESMERALDA DELMAS Cobra Charmers	903-590-4645	EDELMAS@SMITH-COUNTY.COM	<input type="checkbox"/>
HR Daily Contact - secondary	Veronica Urena	903-590-4642	vurena@smith-county.com	<input type="checkbox"/>
Contract Execution/Legal contact	Judge Neal Franklin	903-590-4642	nfranklin@smith-county.com	<input type="checkbox"/>
Billing contact	JAYE LYNN COLLINS	903-590-4642	jcollins@smith-county.com	<input type="checkbox"/>

### BENEFIT WAITING PERIOD

<input checked="" type="checkbox"/> 1 <sup>st</sup> of the Month Following	<input type="checkbox"/> 30 days	<input checked="" type="checkbox"/> 60 Days	<input type="checkbox"/> DOH	<input type="checkbox"/> Other
<input type="checkbox"/> From Date of Hire	<input type="checkbox"/> 30 days	<input type="checkbox"/> 60 Days	<input type="checkbox"/> 90 Days	<input type="checkbox"/> Other
<input type="checkbox"/> Date of Hire	<input type="checkbox"/> Other/describe			
<input type="checkbox"/> Other/describe				

### PAYROLL SCHEDULE

Pay Schedule 1	<input type="checkbox"/> Weekly	<input checked="" type="checkbox"/> Bi-Weekly	<input type="checkbox"/> Semi-Monthly	<input type="checkbox"/> Monthly
Pay Schedule 2	<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Weekly	<input type="checkbox"/> Semi-Monthly	<input type="checkbox"/> Monthly

**Benefit Deductions are Taken:**

Each pay period  Each pay period-only 24 deductions/yr  
Other/please describe:

Benefit Deductions will begin on 10/10/2015 (mm/dd/yy)  
Note: First pay date with a deduction from effective date

**Select how employer will notify BBK of terminations, new hires, and status changes throughout the year for all services**

<input checked="" type="checkbox"/> Benefit Administration System Report File	<input type="checkbox"/> Secure Drop Box	<input type="checkbox"/> Secure Email notification to <a href="mailto:clientservices@mybenefitbucks.com">clientservices@mybenefitbucks.com</a>
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## Section 125 Cafeteria Plans

- Premium Only Plan, Medical Flexible Spending Account (FSA), Dependent Care FSA, Limited Purpose FSA

### Premium Only Plan – All Fields Required

NEW / AMENDMENT – <input type="checkbox"/> New <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Amendment				
Plan Year Start	Plan Year End			
Is This a Short Plan Year (If yes, next plan year must be a full 12 months)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
	If Yes, Next Plan Year Start and End Dates	Start Date _____		
		End Date _____		
<b>ELIGIBILITY REQUIREMENTS</b>				
Eligible Employees	<input type="checkbox"/> working 30 hours or more per week <input type="checkbox"/> Other/please describe _____			
<b>BENEFITS WITHHELD PRE-TAX</b>				
<input type="checkbox"/> Medical	<input type="checkbox"/> Dental	<input type="checkbox"/> Vision	<input type="checkbox"/> FSA Medical	<input type="checkbox"/> FSA Dependent Care
<input type="checkbox"/> FSA Limited Purpose	<input type="checkbox"/> Vol STD	<input type="checkbox"/> Vol LTD	<input type="checkbox"/> Vol Term Life	<input checked="" type="checkbox"/> HSA
<input type="checkbox"/> Other _____				

### Medical, Dependent Care and/or Limited Purpose FSA Plans

NEW PLAN 1 <input checked="" type="checkbox"/> Medical FSA <input type="checkbox"/> Not Applicable		
Plan Year Start <b>10/1/2025</b>	Plan Year End <b>9/30/2026</b>	
Is This a Short Plan Year (If yes, next plan year must be a full 12 months)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If Yes, Next Plan Year Start and End Dates (must be full 12 months) Start Date: _____ End Date: _____	
Will this plan include the Carryover Provision? (amount of FSA remaining funds allowed to apply to following plan year) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, How much? \$ _____ (up to IRS max. may be carried over to the next plan year)		
Will this plan include the 2 1/2 month extension? (grace period to incur claims) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (NOTE: If carryover provision is chosen, you cannot offer the 2 1/2 month extension)		
Run Out after plan year end (period to file incurred claims): <input checked="" type="checkbox"/> 90 Days (recommended) <input type="checkbox"/> 60 Days <input type="checkbox"/> 30 Days (NOTE: terminated employee's plan year end date is their termination date and run out will apply from that term date)		
<b>ANNUAL PLAN LIMITS</b>		
FSA Medical	Minimum \$ (\$150 recommended) <b>150</b>	Maximum \$ (up to IRS maximum) <b>3,300</b>
<b>MANUAL CLAIM REIMBURSEMENT SCHEDULE</b> for transactions paid out of pocket and filed with claim form		
<input checked="" type="checkbox"/> Weekly (recommended) <input type="checkbox"/> 15 <sup>th</sup> of the month <input type="checkbox"/> Other _____ (if falls on holiday or weekend processing will be done the business day prior) **Deadline to submit claims is 72 hours prior to reimbursement schedule**		
<b>CURRENT PLAN TAKEOVER</b> – <input type="checkbox"/> Administer Runout <input type="checkbox"/> Administer Rollover <input checked="" type="checkbox"/> Administer Grace Period <input type="checkbox"/> Not Applicable		
Existing Plan Year Start	Existing Plan Year End	
Current Runout period: <input type="checkbox"/> 30 Days <input type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> Not Applicable	Current Administrator Name: _____	
<b>DEDUCTION REPORTING</b> from Employer to Benefit Bucks		
<input type="checkbox"/> Fixed FSA Deductions for each payroll period (recommended) BBK will apply FSA deductions for each participant based on member election enrollment report – employer responsible for timely adds and terms	<input checked="" type="checkbox"/> Client Payroll Report emailed each payroll period Employer will email BBK a payroll report of all FSA deductions for each participant prior to each payroll period	

Section 125 Cafeteria Plans

Premium Only Plan, Medical Flexible Spending Account (FSA), Dependent Care FSA, Limited Purpose FSA

**Medical, Dependent Care and/or Limited Purpose FSA Plans**

NEW PLAN 3 <input checked="" type="checkbox"/> Dependent Care FSA <input type="checkbox"/> Not Applicable		
Plan Year Start <b>10/1/2025</b>	Plan Year End <b>9/30/2026</b>	
Is This a Short Plan Year <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, Next Plan Year Start and End Dates (must be full 12 months) Start Date: _____ End Date: _____	
<b>Run Out after plan year end (period to file incurred claims):</b> <input type="checkbox"/> 90 Days (recommended) <input type="checkbox"/> 60 Days <input type="checkbox"/> 30 Days <small>(NOTE: terminated employee's plan year end date is their termination date and run out will apply from that term date)</small>		
ANNUAL PLAN LIMITS		
FSA Dependent Care	Minimum \$ (\$150 recommended) <b>150</b>	Maximum \$ <b>5,000</b>
MANUAL CLAIM REIMBURSEMENT SCHEDULE for transactions paid out of pocket and filed with claim form		
<input checked="" type="checkbox"/> Weekly (recommended) <input type="checkbox"/> 15 <sup>th</sup> of the month <input type="checkbox"/> Other _____ <small>(if falls on holiday or weekend processing will be done the business day prior)</small> <small>**Deadline to submit claims is 72 hours prior to reimbursement schedule**</small>		
CURRENT PLAN TAKEOVER – <input type="checkbox"/> Administer Runout <input type="checkbox"/> Administer Rollover <input type="checkbox"/> Administer Grace Period <input checked="" type="checkbox"/> Not Applicable		
Existing Plan Year Start	Existing Plan Year End	
Current Runout period: <input type="checkbox"/> 30 Days <input type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> Not Applicable	Current Administrator Name: _____	
DEDUCTION REPORTING from Employer to Benefit Bucks		
<input type="checkbox"/> Fixed FSA Deductions for each payroll period <small>(recommended)</small> <small>BBK will apply FSA deductions for each participant based on member election enrollment report – employer responsible for timely adds and terms</small>	<input checked="" type="checkbox"/> Client Payroll Report emailed each payroll period <small>Employer will email BBK a payroll report of all FSA deductions for each participant prior to each payroll period</small>	

**FSA REIMBURSEMENT METHOD – all plans – when debit card is NOT used**

**Choose one of the following Reimbursement methods for your FSA claim payment processing.**

**Benefit Bucks (BBK) Initiates Reimbursements**

\*BBK initiates payments to participants via direct deposit from the Employer's bank account.

BBK provides a payment report for employer's records.

Banking information is required from the Employer and Employee. (recommended option)

**OR**

**Employer Initiates Reimbursements**

\*BBK sends payment report to the Employer. The Employer is responsible for producing and distributing payments to the employees. BBK does not issue payments or distribute payments to participants in this option.

**NO CHANGES** - Continue processing with current method

## Section 125 California Plans

Premium Only Plan, Medical Flexible Spending Account (FSA), Dependent Care FSA, Limited Purpose FSA

Debit Card - Medical FSA and Limited Flex FSA ONLY     NO Debit Card

NO CHANGES - Continue current processing protocol

Checkbox Parameter 1 - list copay(s):

Checkbox Parameter 2 - list copay(s):

Checkbox Parameter 3 - list copay(s):

Eligible debit card transactions can be auto-substantiated based on parameters defined by you, so that employees do not have to submit receipts for transactions within those parameters.

Rx - Generic: \$\_\_\_\_\_

Rx - Generic: \$\_\_\_\_\_

Rx - Generic: \$\_\_\_\_\_

Rx - Brand: \$\_\_\_\_\_

Rx - Brand: \$\_\_\_\_\_

Rx - Brand: \$\_\_\_\_\_

Primary Physician: \$\_\_\_\_\_

Primary Physician: \$\_\_\_\_\_

Primary Physician: \$\_\_\_\_\_

Specialty Physician: \$\_\_\_\_\_

Specialty Physician: \$\_\_\_\_\_

Specialty Physician: \$\_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Checkbox Parameter 4:

Auto-substantiate all eligible card transactions to a specific limit: \$\_\_\_\_\_

(Must Complete Hold Harmless Document if chosen)

NOTE: Cards will be blocked if substantiation or repayment is not provided in a timely manner per below:

45 - number of days from date of transaction to wait for substantiation before deeming transaction non-qualified

15 - additional number of days to wait before attempting to collect non-qualified amounts from other qualified claims

## EMPLOYER PAYMENT FEE SCHEDULE

	Setup/Plan Doc Fee	Renewal Fee	Monthly Per Participant	Annual Minimum (if applicable)
Premium Only Plan				
Medical FSA		\$250	\$4.95 PEPM w/ debit card	
Dependent Care FSA			\$4.95 PEPM w/ debit card	
Limited Purpose FSA				

I understand and agree to the fees listed for these services being provided to us by Benefit Bucks.

Employer Signature

Date

9/5/25

## Health Savings Account (HSA)

Health Savings Account details -  New  Renewing

Medical Plan Vendor	THP
Medical Plan Effective Date	10/1/2025
Employer Contribution	<input checked="" type="checkbox"/> N/A Contribution details: _____ (Ex: One installment of \$500 available on first day of plan year) Prorate defined amount(s) for new hires <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe how to prorate: (Ex: hired prior to 6/1 full amount; hired 6/1 or later ½ amount)
Contribution Funding Method	MyRSC: <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Employer manual allocation of funds via HSA portal Summit: <input type="checkbox"/> Direct Deposit <input type="checkbox"/> System automatic allocation of funds

## HSA FUNDING METHOD – choose one

Fund by EFT draft. DFS will draft funds from the following Employer Bank account. Please complete bank section below or attach a voided check. (No Fee for EFT Draft) HSA Transmittal Register must be completed each time DFS is to draft any funds from an account. NOTE: the bank account details can be left blank and gathered by Benefit Bucks during implementation. If completed, send via secure email only.

Name of Bank:	
Name on Account:	
Bank ABA/Route No.:	
Bank Account No.:	

Fund by Employer check made payable to HSA Today

Fund by Wire Transfer. Employer or PSP initiates a wire transfer of funds into the HSAToday wire account. Please contact DFS at 888-665-1264 and we will supply the Bank Account Information necessary to complete the wire transfer. Must complete HSA Transmittal register to notify DFS of funds wired to this account. (Wire Fee of \$15.00 must be included in transfer amount. Wire fee will not be waived)

10/30/2025  
Employer Signature/Title9/3/25  
Date

## EMPLOYER PAYMENT FEE SCHEDULE

	Setup/Plan Doc Fee	Renewal Fee	Monthly Per Participant	Annual Minimum (if applicable)
HSA		\$100	\$4 PEPM	

I understand and agree to the fees listed for these services being provided to us by Benefit Bucks.

10/30/2025  
Employer Signature/Title9/3/25  
Date

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Smith County, in Tyler, TX (“Client”) a political subdivision of the State of Texas and Cobra Charmers, Inc., having its principal place of business in Tarrant County, Texas, at 8605 Airport Freeway North Richland Hills, TX 76180 (“Cobra Charmers”).

1. **Purpose.** The purpose of this Agreement is to state the terms and conditions under which Cobra Charmers shall provide third party administration services to Client.
2. **Description of Services.** Cobra Charmers’ services to Client shall include the following:
  - Notify every employee and every covered spouse of their rights under COBRA when they first enroll in your group benefit plan(s).
  - Notify employees and spouses of their continuation rights, benefits and premium rates within 14 days of receiving notification of a COBRA Qualifying Event.
  - Generate premium collection notices via coupons or monthly invoices.
  - Notify COBRA participants of any annual benefit changes at renewal.
  - Extend Qualified Beneficiary’s continuation period by 11 months for Social Security Disabilities.
  - Provide HIPAA Certificate of Creditable Coverage.
  - Archive all documents for a minimum of 7 years.
  - Provide monthly reports detailing all administrative activity.
  - Provide open enrollment packets to COBRA participants and qualifiers in their waiting period.
3. **Work with Client Staff.** In undertaking the foregoing services on behalf of Client, Cobra Charmers shall work closely with the Human Resources and/or his/her designees, including other Client Human Resources personnel and other appropriate Client personnel and officials (“Client Staff”), and perform any and all related tasks required by Client Staff in order to fulfill the purposes of this Agreement.
4. **Performance of Services.** Cobra Charmers and its employees and/or associates shall perform all the services under this Agreement and Cobra Charmers hereby agrees and represents that all of its employees and/or associates who perform services under this Agreement are and shall be fully qualified and competent to perform the services described herein.

5. **Term.** The term of this Agreement is October 1, 2025 through September 30, 2026, unless sooner terminated pursuant to paragraph number 10 below. Further, Cobra Charmers understands and agrees that all services, written reports, and other data are to be completed and delivered to Client by the termination date unless an extension of time is approved by Client Staff.
6. **Compensation for Services.** In consideration of the professional services to be performed by Cobra Charmers pursuant to the terms of this Agreement, Cobra Charmers shall be paid for services rendered. If other services are provided to Client, Cobra Charmers shall bill Client for services rendered as provided for in this Agreement. Refer to Exhibit A for detailed fees.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the interest rate that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Cobra Charmers reserves the right to suspend or terminate all Cobra Charmers services until full payment and applicable late fees are received. Cobra Charmers shall have the right to change its professional service fees with 60 days' advance notice conditioned upon written acceptance in advance by Client.

7. **Change in Scope or Focus of Services.** Client and Cobra Charmers acknowledge that Client may request, from time to time, changes in the scope or focus of the activities and services conducted or to be conducted by Cobra Charmers pursuant to this Agreement. Any such change which varies significantly from the Description of Services referenced above and which entails a significant increase in cost or expense to Cobra Charmers shall be mutually agreed on by Cobra Charmers and Client. Changes in the scope, which in the opinion of Cobra Charmers and Client Staff will or in all likelihood will require additional funding by Client, must first be authorized in advance by Client.
8. **Cobra Charmers' Liability and Insurance Coverage.** Approval of Client shall not constitute nor be deemed a release of the responsibility and liability of Cobra Charmers, its employees, agents and/or associates for the accuracy and competency for their designs, reports, information, and other documents or services, nor shall approval be deemed to be the assumption of such responsibility by Client for any defect, error or omission in the documents prepared by Cobra Charmers, its employees, agents and/or associates.

9. **Indemnity.** Cobra Charmers shall defend, indemnify, and hold Client whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by or from any negligent act, error or omission of Cobra Charmers and/or any agent, servant, or employee of Cobra Charmers, in the execution or performance of this Agreement.
10. **Termination.** Either party may terminate this Agreement for any reason upon ninety (90) days advance written notice, it being understood and agreed that the termination date shall be effective first of the month following **90 days** after the written notice of termination is provided. Either party may terminate this Agreement without notice for gross negligence only. A termination for gross negligence must be in writing and specifically detail the gross negligence. “Gross negligence” means an act or omission that, when viewed objectively from the actor’s standpoint at the time of its occurrence, involves an extreme degree of risk, considering the probability and magnitude of potential harm to others, and of which the actor has actual, subjective awareness but proceeds with conscious indifference to the rights, safety, or welfare of others.
11. **Additional Terms of Agreement.** The following shall be additional conditions of, and a part of, the consideration of this Agreement, to-wit:
  - **Nondiscrimination.** As a condition of this Agreement, Cobra Charmers covenants that it will take all necessary actions to insure that, in connection with any work undertaken pursuant to this Agreement, that it, its associates, agents and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on any basis prohibited by applicable law, including but not limited to race, color, religion, national origin, age, sex or physical disability, either directly, indirectly or through contractual or other arrangements. In this regard, Cobra Charmers shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from completion of services to Client, with full access allowed to authorized representatives of Client, upon request, for purposes of evaluating compliance with this and other provisions of this Agreement.
  - **Assignment.** This Agreement shall not be assigned, in whole or in part, without the prior express written consent of Client.
  - **Notices.** All notices and communications, required or permitted under this Agreement shall be personally delivered, mailed or emailed to the respective parties, postage prepaid, or delivered electronically at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for Client to:

Name: Esmeralda Corona  
Title: Human Resource Director  
Company: Smith County  
Address: 200 East Ferguson Street #202  
City, State Zip: Tyler, TX 75702  
With copy to: Smith County DA  
Civil Division  
200 E. Ferguson, Suite 211  
Tyler, TX 75702

If intended for Cobra Charmers, to:

Name: Dawn Brinson  
Title: CEO  
Company: Benefit Bucks, Inc.  
Address: 8605 Airport Freeway  
City, State Zip: North Richland Hills, TX 76180

- Independent Contractor. In performing services under this Agreement, Cobra Charmers is and shall be considered an independent contractor of Client. Nothing contained herein shall modify that relationship and the parties hereto specifically acknowledge that Cobra Charmers is an independent contractor of Client. Additionally, no term or provision of this Agreement shall be construed as making Cobra Charmers an agent, servant or employee of Client.
- Venue. The obligations of the parties pursuant to this Agreement are performed in Smith County, Texas and North Richland Hills, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Smith County, Texas.
- Applicable Laws, This Agreement is made subject to the provisions of applicable state and federal laws. Further, this Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, the parties hereto agree to submit such controversy or claim to nonbinding mediation. Cost of mediation shall be split evenly among the parties. All in person mediation shall occur in Smith County, Texas.
- Entire Agreement. This Agreement contains the entire agreement between the parties and this Agreement supersedes any and all other agreements, whether oral or written. This Agreement may not be amended except in writing and all amendments must be approved by both Client and Cobra Charmers.
- Severability. If any one or more of the provisions of this Agreement shall for

any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision.

- **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Client warrants and represents that the individual executing this Agreement on behalf of Client has full authority to execute this Agreement and bind Client to the same. Cobra Charmers warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Cobra Charmers to same.
- **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- **Attorney Fees.** To the extent allowed by law, in the event of any dispute that results in a proceeding to construe or enforce any provisions of this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorneys' fees and other costs incurred (in addition to all other amounts and relief to which such party may be entitled to recover).
- **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws and regulations in connection with its activities pursuant to this agreement.
- **Confidentiality.** The terms and conditions of this agreement are confidential and are not to be disclosed to any other party without the written consent by both Client and Cobra Charmers.
- **No Boycott Israel.** Pursuant to Section 2271.002, Texas Government Code, Owner hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, to the extent, if any, that this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and verification is made solely to comply with Section 2271.002, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or

superseded by Laws or Regulations. As used in the foregoing certification and

verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in the Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

- No Boycott Energy Companies. To the extent, if any, that this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and is made only to the extent such section is not repealed by any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and that exists to make a profit.
- No Boycott Firearms Entities or Firearm Trade Associations. To the extent, if any, that this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and are made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary any such certifications and verifications, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19).

Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the OWNER and that exists to make a profit.

- HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, Owner must fill out a conflict-of-interest form (“Disclosure of Interested Parties” at the time the Owner submits this executed Agreement to the County. For further information, to the requirements are found on the Texas Ethics Commission website via the following link.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The County has no obligation under this Agreement until such form is accurately completed and properly submitted, and any County obligation is conditioned on such proper completion and submission

EXECUTED AND AGREED TO by Smith County and Cobra Charmers Benefits, Inc.  
on the 1<sup>st</sup> day of October 2025.

**ACCEPTED:**

**Smith County**

“Client”

**Judge Neal Franklin**

By

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Signature

**10/1/2025**

Date

**ACCEPTED:**

**Cobra Charmers, Inc.**

“Cobra Charmers”

**Dawn Brinson, CEO**

By

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Signature

**10/1/2025**

Date

## **PROFESSIONAL SERVICES AGREEMENT - EXHIBIT A**

<b>Cobra Charmers Fees</b>	
<ul style="list-style-type: none"><li>• COBRA Administration Services; Plan Year: 10/1/2025-9/30/2026 Paid annually in advance</li></ul>	\$10,500 annual fee

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Smith County, in Tyler, TX (“Client”) a political subdivision of the State of Texas and Brinson Benefits, Inc., having its principal place of business in Tarrant County, Texas, at 8605 Airport Freeway North Richland Hills, TX 76180 (“Brinson”).

1. **Purpose.** The purpose of this Agreement is to state the terms and conditions under which Brinson Technology Administrative Services powered by Apprise/bswift (BBI Admin Services) shall provide the following services to Client.
2. **Description of Services.** BBI Admin Services to Client shall include the following:
  - System Implementation Services - using the software to deliver to the client a customized online employee benefit enrollment site containing employee benefit plan information.
  - System Renewal Services - updating the software to release to client a customized online employee benefit enrollment site containing employee benefit plan information. Includes the renewal discussion, project plan/timeline, the renewal configuration, renewal of benefit plans, and applicable demographic information and salary update loads.
  - System Testing Services - implementation and renewal testing activities performed by Apprise and by the Client which, among other services, includes a testing checklist and required Client sign-off, and periodic audits performed by Apprise to ensure that the software is configured correctly to administer online benefit enrollment.
  - Enrollment and Eligibility Management Services - transferring employee records from the database to applicable insurance carriers contracted by Client, for the purposes of enrollment in benefits, in accordance with eligibility and business rules of the benefit plans administered by Client.
3. **Work with Client Staff.** In undertaking the foregoing services on behalf of Client, BBI Admin Services shall work closely with the Human Resources and/or his/her designees, including other Client Human Resources personnel and other appropriate Client personnel and officials (“Client Staff”), and perform any and all related tasks required by Client Staff in order to fulfill the purposes of this Agreement.
4. **Performance of Services.** BBI Admin Services and its employees and/or associates shall perform all the services under this Agreement and BBI Admin Services hereby agrees and represents that all of its employees and/or associates who perform services under this Agreement are and shall be fully qualified and competent to perform the services described herein.

5. **Term.** The term of this Agreement shall begin October 1, 2025, and, unless sooner terminated pursuant to paragraph number 10 below, shall continue to the end of the first anniversary of the Client's benefit plan year (as determined by Client's benefit plan documents). Further, BBI Admin Services understands and agrees that all services, written reports, and other data are to be completed and delivered to Client by the termination date unless an extension of time is approved by Client Staff.
6. **Compensation for Services.** In consideration of the professional services to be performed by BBI Admin Services pursuant to the terms of this Agreement, BBI Admin Services shall be paid for services rendered. If other services are provided to Client, BBI Admin Services shall bill Client for services rendered as provided for in this Agreement. Refer to Exhibit A for detailed fees.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the interest rate that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

BBI Admin Services reserves the right to suspend or terminate all BBI Admin Services' support until full payment and late fees, if applicable, are received. BBI Admin Services shall have the right to change its professional service fees with 60 days advance notice conditioned upon written acceptance in advance by Client.

7. **Change in Scope or Focus of Services.** Client and BBI Admin Services acknowledge that Client may request, from time to time, changes in the scope or focus of the activities and services conducted or to be conducted by BBI Admin Services pursuant to this Agreement. Any such change which varies significantly from the Description of Services referenced above and which entails a significant increase in cost or expense to BBI Admin Services shall be mutually agreed on by BBI Admin Services and Client. Changes in the scope, which in the opinion of BBI Admin Services and Client Staff will or in all likelihood will require additional funding by Client, must first be authorized in advance by Client.
8. **Termination.** Either party may terminate this Agreement for any reason upon ninety (90) days advance written notice, it being understood and agreed that the termination date shall be effective first of the month following **90 days** after the written notice of termination is provided.. Either party may terminate this Agreement without notice for gross negligence only. A termination for gross negligence must be in writing and specifically detail the gross negligence. "Gross negligence" means an act or omission that, when viewed objectively from the actor's standpoint at the time of its

occurrence, involves an extreme degree of risk, considering the probability and magnitude of potential harm to others, and of which the actor has actual, subjective awareness but proceeds with conscious indifference to the rights, safety, or welfare of others.

**9. Additional Terms of Agreement.** The following shall be additional conditions of, and a part of, the consideration of this Agreement, to-wit:

- Nondiscrimination. As a condition of this Agreement, BBI Admin Services covenants that it will take all necessary actions to insure that, in connection with any work undertaken pursuant to this Agreement, that it, its associates, agents and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on any basis prohibited by applicable law, including but not limited to race, color, religion, national origin, age, sex or physical disability, either directly, indirectly or through contractual or other arrangements. In this regard, BBI Admin Services shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from completion of services to Client, with full access allowed to authorized representatives of Client, upon request, for purposes of evaluating compliance with this and other provisions of this Agreement.
- Assignment. This Agreement shall not be assigned, in whole or in part, without the prior express written consent of Client.
- Notices. All notices and communications, required or permitted under this Agreement shall be personally delivered, mailed or emailed to the respective parties, postage prepaid, or delivered electronically at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for Client to:

Name:	Esmeralda Corona
Title:	Human Resource Director
Company:	Smith County
Address:	200 East Ferguson Street #202
City, State Zip:	Tyler, TX 75702

With copy to: Smith County DA  
Civil Division  
200 E. Ferguson, Suite 211  
Tyler, TX 75702

If intended for BBI Admin Services, to:

Name:	Dawn Brinson
Title:	CEO
Company:	Brinson Benefits, Inc.
Address:	8605 Airport Freeway
City, State Zip:	North Richland Hills, TX 76180

- Independent Contractor. In performing services under this Agreement, BBI Admin Services is and shall be considered an independent contractor of Client. Nothing contained herein shall modify that relationship and the parties hereto specifically acknowledge that BBI Admin Services is an independent contractor of Client. Additionally, no term or provision of this Agreement shall be construed as making BBI Admin Services an agent, servant or employee of Client.
- Venue. The obligations of the parties pursuant to this Agreement are performed in Smith County, Texas and North Richland Hills, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Smith County, Texas.
- Applicable Laws, This Agreement is made subject to the provisions of applicable state and federal laws. Further, this Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas Mediation. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, the parties hereto agree to submit such controversy or claim to nonbinding mediation. Cost of mediation shall be split evenly among the parties. All in person mediation shall occur in Smith County, Texas.
- Entire Agreement. This Agreement contains the entire agreement between the parties and this Agreement supersedes any and all other agreements, whether oral or written. This Agreement may not be amended except in writing and all amendments must be approved by both Client and BBI Admin Services.
- Severability. If any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision.
- Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Client warrants and represents that the individual executing this Agreement on behalf of Client has full authority to execute this Agreement and bind Client to the same. BBI Admin Services warrants and represents that the individual executing this

Agreement on its behalf has full authority to execute this Agreement and bind BBI Admin Services to same.

- **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- **Attorney Fees.** To the extent allowed by law, in the event of any dispute that results in a proceeding to construe or enforce any provisions of this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorneys' fees and other costs incurred (in addition to all other amounts and relief to which such party may be entitled to recover).
- **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws and regulations in connection with its activities pursuant to this agreement.
- **Confidentiality.** The terms and conditions of this agreement are confidential and are not to be disclosed to any other party without the written consent of both Client and BBI Admin Services.
- **No Boycott Israel.** Pursuant to Section 2271.002, Texas Government Code, Owner hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, to the extent, if any, that this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and verification is made solely to comply with Section 2271.002, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certification and verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in the Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

- No Boycott Energy Companies. To the extent, if any, that this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and is made only to the extent such section is not repealed by any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and that exists to make a profit.
- No Boycott Firearms Entities or Firearm Trade Associations. To the extent, if any, that this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and are made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary any such certifications and verifications, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the OWNER and that exists to make a profit.

- HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, Owner must fill out a conflict-of-interest form (“Disclosure of Interested Parties” at the time the Owner submits this executed Agreement to the County. For further information, to the requirements are found on the Texas Ethics Commission website via the following link.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The County has no obligation under this Agreement until such form is accurately completed and properly submitted, and any County obligation is conditioned on such proper completion and submission

EXECUTED AND AGREED TO by Smith County and Brinson Benefits, Inc. on the 1<sup>st</sup> day of October 2025.

**ACCEPTED:**

Smith County

“Client”

Judge Neal Franklin

By

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Signature

10/1/2025

Date

**ACCEPTED:**

Brinson Benefits, Inc.

“Brinson”

Dawn Brinson, CEO

By

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Signature

10/1/2025

Date

## **PROFESSIONAL SERVICES AGREEMENT**

### **EXHIBIT A**

<b>BBI Admin Services Fees</b>	
• Enrollment System Set Up • Enrollment System Administration	\$2,500 \$6.06 PEPM

## **DIRECT SERVICE AGREEMENT**

This Direct Service Agreement (hereinafter “the Agreement”) is entered into and effective as of October 1, 2025 by and between MyTelemedicine, Inc. dba Lyric Health, a Delaware Corporation with offices located at 610 Elm St., Suite 710, McKinney, Texas 75069 (“MTM”) and

CLIENT LEGAL NAME: Smith County (“Client”)

ADDRESS: 200 East Ferguson Street #202 Tyler, TX 75702

### **I. RECITALS**

WHEREAS, MTM has developed, owns, markets, licenses, and services a telemedicine technology platform whereby physicians who independently contract to participate in a physicians’ network (managed by MTM) provide telephone or video consultations to patients pursuant to the service descriptions attached hereto as Exhibit A.

WHEREAS, Client is a political subdivision of the State of Texas;

WHEREAS, Client desires to offer MTM telemedicine services to its members and employees.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties, intending to be legally bound, agree as follows:

### **II. ELIGIBILITY FILES**

Client agrees that they or their benefits administrator will provide member adds/terms/changes based upon an agreed upon schedule to Brinson Benefits, Inc.

### **III. BILLING AND PAYMENT**

Payment for goods and services provided herein, shall be governed by Chapter 2251 of the Texas Government Code. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the interest rate that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday

In the event that any invoice is not paid within forty-five (45) days of the invoice date, Brinson Benefits, Inc./MTM, may suspend services, even though fees still accrue during suspension, or may immediately terminate the contract.

## IV. MARKETING COLLATERAL

Brinson Benefits, Inc agrees to provide Client with marketing verbiage accurately describing the telemedicine services and terms of the physician consultations for use in Client's marketing and Participant materials. All marketing materials must be submitted to MTM for approval prior to use, such approval not to be unreasonably withheld.

Neither MTM nor the Client shall directly or indirectly use any of the other party's trademarks, trade names or any part thereof, or any mark or name confusingly similar thereto, as part of its corporate or business name or in any other manner, except that (a) the Client may identify itself as an affiliate of the Service, and (b) on MTM's written consent the Client may use MTM's trademarks relating to the Service for display purposes in connection with solicitation of orders for the Service. All resulting use of such trademarks shall inure solely to the benefit of the party that owns such trademarks. In addition, neither party shall register any of the other party's trademarks or any mark or name closely resembling them, unless requested to do so by the other party in writing. MTM shall refrain from identifying the Client either as an affiliate or a white labeled client using its platform to any third party. MTM agrees not to directly solicit any client of the Client for the duration of this contract and for a period of twelve (12) months from the date of termination of this agreement. During the duration of this contract, MTM agrees not to directly accept clients of the Client.

**Intellectual Property/Trademark Indemnification:** The Contractor shall defend, indemnify and hold harmless Smith County, along with its officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property/Trademark rights of another person or entity ("Intellectual Property/Trademark Claim").

## V. TERM AND TERMINATION

Brinson Benefits Inc. and the Client hereby agree that this Agreement shall continue to be in full force and effect for a period of one (1) year, renewable automatically for like periods of twelve (12) months unless written notice of termination for the next term is delivered to the other party no less than 90 days before the end of that then existing term.

During any term of this Agreement, either party may terminate as follows:

- (i) in the event that the other party is in material breach of this Agreement and has failed within thirty days after receipt of such written notice thereof from the non-breaching party to cure such breach;
- (ii) either party may terminate this agreement for any reason upon ninety (90) days advance written notice;
- (iii) if either party becomes the subject of any voluntary or involuntary bankruptcy, receivership or any other insolvency proceedings or makes an assignment or other arrangement for the benefit of its creditors;

Upon termination of the agreement, MTM, at the request of the Client, shall promptly return to Client any and all records of the Client's clients and members.

## VI. INDEMNIFICATION

MTM shall indemnify and hold client its affiliates, subsidiaries, officers, directors, elected officials, and employees harmless from any and all claims, demands, losses, actions, causes of action, damages, judgments, fines, fees (including reasonable attorney's fees), penalties, and settlements, (collectively, "Losses") arising out of the negligence or willful misconduct of the MTM or breach by the MTM of this Agreement, except to the extent such Losses arise out of the gross negligence or willful misconduct or breach of this Agreement by client.

## VII. GENERAL

**7.01 Successors and Assigns; No Joint Venture.** The Parties agree that this Agreement shall be binding upon each of its successors and assigns and that this Agreement may not be assigned to any other third party, without the written consent of MTM and the Client, which shall not be unreasonably withheld. Nothing in this Agreement shall be construed to place the Parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Except as expressly set forth in this Agreement, neither Party will have the authority to obligate or bind the other Party in any manner without their express written consent.

**7.02 Amendments.** No modification, supplement, termination, extension, waiver or amendment to or of this Agreement (or any attachments or exhibits) or any of its provisions may be made, including any attempts, shall be binding unless agreed to by The Parties in writing by duly authorized representatives of the Parties. There shall be no oral agreements.

**7.03 Notices.** Any notice required, permitted to be given, or otherwise given hereunder may be effectively given by letter delivered either by personal delivery, registered mail certified return receipt requested, postage prepaid, or delivered by overnight delivery Service, or by facsimile machine upon receipt from the sender of a confirmation of receipt, or by other electronic means so long as the recipient has acknowledged receipt (for purposes of this section an automatically generated receipt confirmation does \*not\* qualify as acknowledgement of receipt), addressed to the recipient as follows:

In the case of MTM:  
MyTelemedicine, Inc.  
Attn: Rey Colon, CEO  
610 Elm St., Suite 800  
McKinney, Texas 75069

In the case of Client:  
Smith County  
Attn: Esmeralda Corona  
200 East Ferguson Street #202  
Tyler, TX 75702

With Copy to:  
Smith County DA  
Civil Division  
200 E. Ferguson, Suite 211  
Tyler, TX 75702

**7.04 No Waiver by Estoppel.** A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. A Party's failure to insist on strict compliance with any of the terms of this agreement on one or more occasions is not a waiver of any rights or obligations under this Agreement.

**7.05 Governing Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the Texas as they apply to agreements entered into and to be performed by the Parties herein.

**7.06 Venue.** The Parties further agree that venue of any legal action or claim hereunder shall be exclusively in Smith County , Texas.

**7.07 Dispute Resolution.** The Parties shall endeavor to resolve any differences of opinion which may arise between them with respect to the provisions of this Agreement by negotiation between themselves personally or with the assistance of their attorneys and unless in the opinion of any party, acting reasonably, the matter in dispute is of such a significant nature to warrant it being addressed otherwise, no party shall commence any public proceedings until the negotiations have failed to produce a resolution. If there is no resolution then the Parties agree that any dispute, claim, or action hereunder shall be resolved exclusively in and with a court of law or equity having jurisdiction over the Parties and subject matter. Cost of mediation shall be split evenly among the parties. All in person mediation shall occur in Smith County, Texas.

**7.08 Attorneys' Fees.** To the extent allowed by law, in the event of litigation or arbitration relating to the subject matter of this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

**7.09 Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Seller or its suppliers, that prevent Seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

**7.10 Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and will supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

**7.11 No Boycott Israel.** Pursuant to Section 2271.002, Texas Government Code, Owner hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, to the extent, if any, that this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and verification is made solely to comply with Section 2271.002, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certification and verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in the Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

**7.12 No Boycott Energy Companies.** To the extent, if any, that this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and is made only to the extent such section is not repealed by any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and that exists to make a profit.

**7.13 No Boycott Firearms Entities or Firearm Trade Associations.** To the extent, if any, that this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and are made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary any such certifications and verifications, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the OWNER and that exists to make a profit.

**7.14 HB 1295 Compliance.** Section 2252.908 of the Texas Government Code requires that for certain types of contracts, Owner must fill out a conflict-of-interest form (“Disclosure of Interested Parties” at the time the Owner submits this executed Agreement to the County. For further information, to the requirements are found on the Texas Ethics Commission website via the following link.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The County has no obligation under this Agreement until such form is accurately completed and properly submitted, and any County obligation is conditioned on such proper completion and submission

## **VIII. PRICING AND SERVICE**

**8.01 MONTHLY SERVICE FEES.** Client may purchase the MYTELEMEDICINE Services and additional Services described below for a monthly service fee per employee per month (“pe/pm”) of \$6 pe/pm.

**8.02 THE MYTELEMEDICINE SERVICES.** Includes for the paid member, his/her spouse and legally dependent, the following:

1. MyTelemedicine provides access to licensed physicians, providing Cross-Coverage Consultations. The physicians are recruited and credentialed by the Provider to provide patient and physician interaction, whereby the physician diagnoses the patient’s ailment, makes recommendations, and if necessary and appropriate, writes a Non DEA controlled prescription; and operates within the state regulations. Each physician shall be licensed to practice medicine, technologically proficient and covered by medical malpractice insurance.
2. Solely with respect to Telephone and Video Consultations, the Program includes the following services:
  - A. Unlimited access to Telephone and Video Consultations and health information services provided by a physician licensed in the state where member is located. This access shall be available 24 hours per day, 365 days per year.

- B. Once a member has scheduled a Telephone Consultation, a licensed physician licensed in the respective state will contact member within two hours.
- C. If a Member requests a Video Consultation, it will be scheduled and an appointment reminder notification will be sent prior to the initiation of the Video Consultation. To begin the Video Consultation, the Member will access the consultation within the MyTelemedicine member health portal using their secure member login. The licensed physician shall:
  - a. Conduct a medical consult to evaluate the Member's medical needs; and
  - b. Based upon the medical consult, respond to the call as follows:
    - i. Determine that the call is a life-threatening emergency, and direct the Member to the nearest emergency facility;
    - ii. Determine that the call is urgent but not a life-threatening emergency, and advise the Member how to treat the condition, prescribe medication as necessary that is electronically sent to pharmacy of member's choice, and make a determination whether the Member should contact or page his/her primary care physician; or
    - iii. Determine that the call is not urgent and not a life-threatening emergency, advise the Member how to treat the condition, prescribe medication as necessary that is electronically sent to pharmacy of member's choice, and advise the Member to follow up with his/her primary care physician or a specialist focused on the specific medical problem.

- 3. It is understood by the Parties that the licensed physicians will not prescribe any DEA controlled substances, narcotics, psychotropic medications or lifestyle drugs.
- 4. Members will be required to complete the necessary steps to create a doctor/patient relationship to receive the medical consultations, via Telephone or Video. Those steps include:
  - a. Completing a Medical History Disclosure, within the members Health Portal or by telephone with a designated Care Coordinator.
  - b. Agree to Informed Patient Consent and Release Form confirming an understanding that the Provider is not obligated to accept the Member as a patient, and that the Member's participation in the Program may be cancelled at any time without recourse by the Member; and
  - c. The Member also understands and acknowledges that the Program provides Cross-Coverage Consultations when the Members primary care physician is not available.

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

**MyTelemedicine, Inc. dba Lyric Health**

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Rey Colon, CEO

**Smith County**

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Judge Neal Franklin

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

Submission Date:	12/22/2025		Submitted by:	J Bell for T Wilson	
Meeting Date:	12/30/2025		Department:	Commissioners Court	
Item Requested is:	<input checked="" type="checkbox"/> For Action/Consideration		<input type="checkbox"/> For Discussion/Report		
Title:	RFP- Third Party Administrator for Smith County Employee Health Plan				
Agenda Category:	<input type="radio"/> Briefing Session <input checked="" type="radio"/> Court Orders <input type="radio"/> Presentation		<input type="radio"/> Recurring Business <input type="radio"/> Resolution <input type="radio"/> Executive Session		
Agenda Wording:	Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive RFP's for Third Party Administrator (TPA) for the Smith County Employee Health Plan.				
Background:					
Financial and Operational Impact:					
Attachments: Yes <input type="checkbox"/> No <input checked="" 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:				

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.

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

**SUBMIT**