

**COMMISSIONERS COURT AGENDA**  
**Tuesday, January 6, 2026**  
**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**

---

Phone: (903) 590-4605

Fax: (903) 590-4615

---

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, January 6, 2026**, 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>).

---

**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:**

### ***RESOLUTION***

1. Consider and take necessary action to approve a resolution proclaiming January 2026, as “Cervical Health Awareness Month” in Smith County.

### ***COURT ORDERS***

#### **COMMISSIONERS COURT**

2. Consider and take necessary action to approve a resolution supporting legislation to exempt Texas counties from the State Hotel Occupancy Tax.

#### **FIRE MARSHAL’S OFFICE**

3. Consider and take necessary action to enter into a Memorandum of Understanding (MOU) with the City of Whitehouse for weather radar services and agreements.
4. Consider and take necessary action to enter into a Memorandum of Understanding (MOU) with Tyler Junior College for facilitation of internship program.

#### **SHERIFF’S OFFICE**

5. Consider and take necessary action to approve the Motorola APX Next Radios, HGAC RA-5-21 in the total amount of \$399,756.54 from Senate Bill 22 funds and authorize the County Judge to sign all necessary documentation.

### ***RECURRING BUSINESS***

#### **AUDITOR'S OFFICE**

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

#### **SHERIFF’S OFFICE**

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

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

**SECTION 551.071 CONSULTATION WITH ATTORNEY**

8. Receive update and legal briefing regarding Baker & Co. Construction, LLC v. Smith County, Texas, Cause No. 23-0563-B/No. 12-24-00347-CV.

**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: 12/30/2025

Time: 4:30 p.m.



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

Posted By: Rachel McCord

1

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

|   |   |
|---|---|
| <b>Submission Date:</b> 11/8/2025   | <b>Submitted by:</b> Jennafer Bell  |
| <b>Meeting Date:</b> 1/6/2026   | <b>Department:</b> Commissioners Court  |
| <b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report  |   |
| <b>Title:</b> Resolution - Cervical Health Awareness Month  |   |
| <b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business<br><input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution<br><input type="radio"/> Presentation <input type="radio"/> Executive Session |   |
| <b>Agenda Wording:</b> Consider and take necessary action to approve a resolution proclaiming January 2026, as "Cervical Health Awareness Month" in Smith County.   |   |
| <b>Background:</b> Request submitted through website by Dawn Green, NCCC-Tyler.   |   |
| <b>Financial and Operational Impact:</b>  |   |
| <b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   | <b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   |   |
| <b>Return Signed Documents to the following:</b>  |   |
| <b>Name:</b> Dawn Green   | <b>Email:</b> dawn_green72@yahoo.com  |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |

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

SUBMIT

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



# *Smith County Commissioners Court*

## *Resolution*

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

**WHEREAS**, cervical cancer is a disease that strikes more than 13,000 American women each year; and

**WHEREAS**, cervical cancer most often affects women in the prime of their life; and

**WHEREAS**, regular cervical cancer screening tests are effective in detecting the disease early when it can be effectively treated; and

**WHEREAS**, cervical cancer disproportionately impacts vulnerable communities lacking access to health care and proven life-saving tools; and

**WHEREAS**, cervical cancer vaccines are available that — together with screening tests — provide a formidable and effective means of preventing this disease; and

**WHEREAS**, increasing awareness among patients and health care providers alike regarding the best use of these prevention tools is a key component in safe-guarding women's health.

***NOW, THEREFORE, BE IT RESOLVED***, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim January 2026, as

## **“Cervical Health Awareness Month”**

in Smith County and encourages all citizens to recognize that cervical cancer is preventable, and to encourage and support the women in our lives in taking charge of their health and availing themselves of the tests and vaccines that have proven so effective in preventing cervical cancer. We have the means to prevent this disease; it is incumbent on all of us to ensure we have the will to do so.

***WITNESS OUR HANDS THIS 6th day of January A.D. 2026.***

---

Neal Franklin

County Judge

---

Christina Drewry  
Commissioner, Precinct 1

---

John Moore  
Commissioner, Precinct 2

---

J Scott Herod  
Commissioner, Precinct 3

---

Ralph Caraway Sr.  
Commissioner, Precinct 4

**2**



# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

|  |   |
|--|---|
| <b>Submission Date:</b> 12/29/2025   | <b>Submitted by:</b> Rachel McCord  |
| <b>Meeting Date:</b> 1/6/2026  | <b>Department:</b> Commissioners Court  |
| <b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report  |   |
| <b>Title:</b> Resolution to Support Legislation of Hotel Occupancy Tax Exemption for Counties  |   |
| <b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business<br><input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution<br><input type="radio"/> Presentation <input type="radio"/> Executive Session  |   |
| <b>Agenda Wording:</b> Consider and take necessary action to approve a resolution supporting legislation to exempt Texas counties from the State Hotel Occupancy Tax.  |   |
| <b>Background:</b> The Hotel Occupancy tax is imposed on a person who pays for a room or space in a hotel that costs \$15 or more per day levied on room receipts. This legislation would exempt county governments, their officials, and employees from the state hotel occupancy tax when traveling on official business and allow for the submittal of a Texas Hotel Occupancy Tax Exemption Certificate to waive the 6% state hotel occupancy tax. Alternatively, counties could seek reimbursement through the state comptroller's office for hotel occupancy taxes paid. Several exemptions to the state hotel occupancy tax are United States federal agencies or foreign diplomats, Texas State Government officials and employees, charitable entities, educational entities, religious organizations, and several other entities exempt by other Federal or State Law. Texas County Governments, their officials and employees are not currently exempt. |   |
| <b>Financial and Operational Impact:</b>   |   |
| <b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  | <b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  |   |
| <b>Return Signed Documents to the following:</b>   |   |
| <b>Name:</b> Thomas Wilson   | <b>Email:</b> twilson@smith-county.com  |
| <b>Name:</b> Rachel McCord   | <b>Email:</b> rmccord@smith-county.com  |
| <b>Name:</b> Travis Ransom   | <b>Email:</b> Travis.Ransom@casscountytexas.gov   |
| <b>Name:</b>   | <b>Email:</b>   |

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

**SUBMIT**

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

## **BILL ANALYSIS**

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

### **AUTHOR'S / SPONSOR'S STATEMENT OF INTENT**

Currently, state law provides hotel occupancy tax exemptions for federal agencies, state government officials and employees, and certain charitable, educational, and religious organizations. However, Texas county governments, their officials, or employees are not exempt, forcing counties to pay taxes on hotel occupancy used for official county business. This places a financial burden on counties. an exception to the state hotel occupancy tax. SB/HB \_\_\_\_\_ seeks to provide an exception from the State Hotel Occupancy Tax for Texas counties, their officials, and employees from paying the State of Texas Hotel Occupancy Tax when traveling on official county business.

### **CRIMINAL JUSTICE IMPACT**

It is the committee's opinion that this bill does not expressly create a criminal offense, increase the punishment for an existing criminal offense or category of offenses, or change the eligibility of a person for community supervision, parole, or mandatory supervision.

### **RULEMAKING AUTHORITY**

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

### **ANALYSIS**

S.B./H.B. \_\_\_\_\_ amends the Tax Code to exempt Texas counties, its officials, and employees from the State Hotel Occupancy tax when traveling on official county business. S.B./H.B. \_\_\_\_\_ expressly does not affect tax liability accruing before the bill's effective date. That liability continues in effect as if the bill had not been enacted, and the former law is continued in effect for the collection of taxes due for civil and criminal enforcement of the liability of those taxes.

### **EFFECTIVE DATE**

September 1, 2027.

No. \_\_\_\_\_

A BILL TO BE ENTITLED

AN ACT

relating to an exception from certain state hotel occupancy taxes for Texas counties.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subsection (a), Section 156.103, Tax Code, is amended to read as follows:

(a) This chapter does not impose a tax on:

- (1) The United States;
- (2) A governmental entity of the United States; or
- (3) An officer or employee of a governmental entity of the United States when traveling on or otherwise engaged in the course of official duties for the governmental entity~~;~~;
- (4) An officer or employee of a county government of this state when traveling on or otherwise engaged in the course of official duties for the county.

(b) This state, or an agency, institution, board, or commission of this state other than an institution of

higher education shall pay the tax imposed by this chapter and is entitled to a refund of the amount of tax paid in accordance with Section 156.154 (Refund). No. \_\_\_\_\_

- (c) A state officer or employee of a state governmental entity described by Subsection (b) who is entitled to reimbursement for the cost of lodging and for whom a special provision or exception to the general rate of reimbursement under the General Appropriations Act is not applicable shall pay the tax imposed by this chapter. The state governmental entity with whom the person is associated is entitled under section 156.154 (Refund) to a refund of the tax paid.
- (d) A state officer or employee of a state governmental entity described by Subsection (b) for whom a special provision or exception to the general rate of reimbursement under the General Appropriations Act applies and who is provided with photo identification verifying the identity and exempt status of the person is not required to pay the tax and is not entitled to a refund. The photo identification of a state officer or employee described by this section may be modified for the purposes of this section.
- (e) In this section, "institution of higher

education" has the meaning assigned by Section 61.003  
No. \_\_\_\_\_  
(Definitions), Education Code.

SECTION 2. This Act takes effect September 1, 2026.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that \_\_\_\_\_ No. \_\_\_\_\_ was passed by the Senate on  
\_\_\_\_\_, by the following vote: Yeas \_\_\_\_\_, Nays \_\_\_,  
\_\_\_ present, not voting.

\_\_\_\_\_  
Secretary of the Senate

I certify that \_\_\_\_\_ No. \_\_\_\_\_ was passed by the House on  
\_\_\_\_\_, by the following vote: Yeas \_\_\_, Nays \_\_\_,  
\_\_\_ present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

APPROVED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

STATE OF TEXAS  
COUNTY OF CASS

§  
§  
§

**Resolution Supporting Legislation to Exempt Texas Counties from the State Hotel  
Occupancy Tax**

WHEREAS, Texas Counties are the functional arm of state government and are responsible for the operation and management of numerous state programs as required or authorized by state law; and

WHEREAS, Texas Counties provide essential state services to constituents at the local level, many of which are fully or partially supported with funds disbursed by the State of Texas through the state appropriations process; and

WHEREAS, Texas Counties are required by state law to provide for the continuing education and professional development of county officials and employees, often requiring travel and overnight stays that are subject to the State of Texas Hotel Occupancy Tax; and

WHEREAS, the State of Texas currently exempts from the Hotel Occupancy Tax several entities, including federal agencies, state government officials and employees, and certain charitable, educational, and religious organizations, but does not exempt county governments, their officials, or employees; and

WHEREAS, when counties, as political subdivisions of the State, pay the State Hotel Occupancy Tax from revenues generated through local property taxes, it results in an inefficient practice known as “**tax churn,**” in which one taxing entity collects taxes from another taxing entity, ultimately increasing the financial burden on local property taxpayers; and

WHEREAS, exempting Texas Counties from the State Hotel Occupancy Tax would reduce this inefficiency, improve governmental accountability, and help alleviate the impact of rising local property taxes on Texas citizens; and

WHEREAS, the exemption would further align counties with other government and nonprofit entities already recognized under state law as exempt from this tax, ensuring consistent and equitable tax treatment across all public entities.

**NOW, THEREFORE, BE IT RESOLVED** that the Cass County Commissioners Court does hereby find that it is in the best interest of Texas counties and their taxpayers to support and favor the passage of legislation that exempts counties, their officials, and employees from paying the State of Texas Hotel Occupancy Tax when traveling on official county business.

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the members of the Texas Legislature representing this county and to the Texas Association of Counties for distribution and advocacy in support of this legislation.

APPROVED AND ADOPTED by the Cass County Commissioners Court on this the  
\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner, Precinct 1

\_\_\_\_\_  
Commissioner, Precinct 2

\_\_\_\_\_  
Commissioner, Precinct 3


\_\_\_\_\_  
Commissioner, Precinct 4

# Texas Hotel Occupancy Tax Exemption Certificate

Provide completed certificate to hotel to claim exemption from hotel tax. Hotel operators should request a photo ID, business card or other document to verify a guest's affiliation with the exempt entity. Employees of exempt entities traveling on official business can pay in any manner. For non-employees to be exempt, the exempt entity must provide a completed certificate and pay the hotel with its funds (e.g., exempt entity check, credit card or direct billing). This certificate does not need a number to be valid.

|  |   |
|--|---|
| Name of exempt entity                              | Exempt entity status (Religious, charitable, educational, governmental) |
| Address of exempt organization (Street and number) |   |
| City, State, ZIP code                              |   |

**Guest certification:** I declare that I am an occupant of this hotel on official business sanctioned by the exempt organization named above and that all information shown on this document is true and correct. I further understand that it is a criminal offense to issue an exemption certificate to a hotel that I know will be used in a manner that does not qualify for the exemptions found in the hotel occupancy tax and other laws. The offense may range from a Class C misdemeanor to a felony of the second degree.

|  |            |
|--|------------|
| Guest name (Type or print)   | Hotel name |
| Guest signature<br> | Date       |

## Exemption claimed

Check the box for the exemption claimed. See Rule 3.161: Definitions, Exemptions, and Exemption Certificate.

- ☐ **United States Federal Agencies or Foreign Diplomats.** Details of this exemption category are on back of form. This category is exempt from state and local hotel tax.
- ☐ **Texas State Government Officials and Employees.** (An individual must present a Hotel Tax Exemption Photo ID Card). Details of this exemption category are on back of form. This limited category is exempt from state and local hotel tax. Note: State agencies and city, county or other local government entities and officials or employees are not exempt from state or local hotel tax, even when traveling on official business.
- ☐ **Charitable Entities.** (Comptroller-issued letter of exemption required.) Details of this exemption category are on back of form. This category is exempt from state hotel tax, but not local hotel tax.
- ☐ **Educational Entities.** Details of this exemption category are on back of form. This category is exempt from state hotel tax, but not local hotel tax.
- ☐ **Religious Entities.** (Comptroller-issued letter of exemption required.) Details of this exemption category are on back of form. This category is exempt from state hotel tax, but not local hotel tax.
- ☐ **Exempt by Other Federal or State Law.** Details of this exemption category are on back of form. This category is exempt from state and local hotel tax.

**Permanent Resident Exemption (30 consecutive days):** An exemption certificate is not required for the permanent resident exemption. A permanent resident is exempt the day the guest has given written notice or reserves a room for at least 30 consecutive days and the guest stays for 30 consecutive days, beginning on the reservation date. Otherwise, a permanent resident is exempt on the 31st consecutive day of the stay and is not entitled to a tax refund on the first 30 days. Any interruption in the resident's right to occupy a room voids the exemption. A permanent resident is exempt from state and local hotel tax.

Hotels should keep all records, including completed exemption certificates, for four years.

**Do NOT send this form to the Comptroller of Public Accounts.**



## Texas Hotel Occupancy Tax Exemptions

See Rule 3.161: *Definitions, Exemptions, and Exemption Certificate* for additional information.

---

### United States Federal Agencies or Foreign Diplomats (exempt from state *and* local hotel tax)

This exemption category includes the following:

- the United States federal government, its agencies and departments, including branches of the military, federal credit unions, and their employees traveling on official business;
- rooms paid by vouchers issued by the American Red Cross and the Federal Emergency Management Agency; and
- foreign diplomats who present a Tax Exemption Card issued by the U.S. Department of State, unless the card specifically excludes hotel occupancy tax.

Federal government contractors are *not* exempt.

### Texas State Government Officials and Employees (exempt from state *and* local hotel tax)

This exemption category includes only Texas state officials or employees who present a Hotel Tax Exemption Photo Identification Card. State employees without a Hotel Tax Exemption Photo Identification Card and Texas state agencies are *not* exempt. (The state employee must pay hotel tax, but their state agency can apply for a refund.)

### Charitable Entities (exempt from state hotel tax, but *not* local hotel tax)

This exemption category includes entities that have been issued a letter of tax exemption as a charitable organization and their employees traveling on official business. *See website referenced below.*

A charitable entity devotes all or substantially all of its activities to the alleviation of poverty, disease, pain and suffering by providing food, clothing, medicine, medical treatment, shelter or psychological counseling *directly* to indigent or similarly deserving members of society.

Not all 501(c)(3) or nonprofit organizations qualify under this category.

### Educational Entities (exempt from state hotel tax, but *not* local hotel tax)

This exemption category includes in-state and out-of-state school districts, private or public elementary, middle and high schools, Texas Regional Education Service Centers and Texas institutions of higher education (*see Texas Education Code Section 61.003*) and their employees traveling on official business.

A letter of tax exemption from the Comptroller of Public Accounts as an educational organization is not required, but an educational organization might have one.

Out-of-state colleges and universities are *not* exempt.

### Religious Organizations (exempt from state hotel tax, but *not* local hotel tax)

This exemption category includes nonprofit churches and their guiding or governing bodies that have been issued a letter of tax exemption from the Comptroller of Public Accounts as a religious organization and their employees traveling on official business. *See website referenced below.*

### Exempt by Other Federal or State Law (exempt from state *and* local hotel tax)

This exemption category includes the following:

- entities exempted by other federal law, such as federal land banks and federal land credit associations and their employees traveling on official business; and
- Texas entities exempted by other state law that have been issued a letter of tax exemption from the Comptroller of Public Accounts and their employees traveling on official business. *See website referenced below.* These entities include the following:
  - nonprofit electric and telephone cooperatives,
  - housing authorities,
  - housing finance corporations,
  - public facility corporations,
  - health facilities development corporations,
  - cultural education facilities finance corporations, and
  - major sporting event local organizing committees.

### For Exemption Information

A list of charitable, educational, religious and other organizations that have been issued a letter of exemption is online at [www.comptroller.texas.gov/taxes/exempt/search.php](http://www.comptroller.texas.gov/taxes/exempt/search.php). Other information about Texas tax exemptions, including applications, is online at [www.comptroller.texas.gov/taxes/exempt/index.php](http://www.comptroller.texas.gov/taxes/exempt/index.php). For questions about exemptions, call 1-800-252-1385.

**3**

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

|  |   |
|--|---|
| <b>Submission Date:</b> 12/18/2025   | <b>Submitted by:</b> Brandon Moore  |
| <b>Meeting Date:</b> 01/06/2026  | <b>Department:</b> FMO  |
| <b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report  |   |
| <b>Title:</b> Memorandum of Understanding with the City of Whitehouse  |   |
| <b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business<br><input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution<br><input type="radio"/> Presentation <input type="radio"/> Executive Session   |   |
| <b>Agenda Wording:</b> Consider and take necessary action to enter into a Memorandum of Understanding (MOU) with the City of Whitehouse for weather radar services and agreements.   |   |
| <b>Background:</b> Smith County falls in between the Ft. Worth and Shreveport weather radars. Due to this the National Weather Service is not able to see storms below 7000 feet due to the curvature of the Earth. This radar would close the gap and provide us with more real time and accurate information. This is the follow-up to the meeting on 10/28/2025.<br>www.climavision.com |   |
| <b>Financial and Operational Impact:</b> \$95,000  |   |
| <b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  | <b>Is a Budget Amendment Necessary?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  |   |
| <b>Return Signed Documents to the following:</b>   |   |
| <b>Name:</b> Brandon Moore   | <b>Email:</b> bmoore2@smith-county.com  |
| <b>Name:</b> Chad Hogue  | <b>Email:</b> chogue@smith-county.com   |
| <b>Name:</b>   | <b>Email:</b>   |
| <b>Name:</b>   | <b>Email:</b>   |

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

**SUBMIT**

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SMITH COUNTY AND THE CITY OF WHITEHOUSE, TEXAS**

This Memorandum of Understanding (MOU) is established between Smith County, hereinafter referred to as "the County," the City of Whitehouse, Texas, hereinafter referred to as "the City," to formalize the roles and responsibilities of project management and procurement of a weather radar.

**I. TERM:**

The term of this MOU shall begin as of the date of the last signature and shall be for one year and renew annually, unless terminated by either party. This MOU may be terminated by either party without cause, upon fifteen (15) days' prior written notice to the other party. This MOU provides for no financial obligation required by either party.

**II. OBJECTIVE:**

The purpose of this MOU is to formalize the roles and responsibilities of project management and procurement of a weather radar within Smith County.

**III. RESPONSIBILITIES**

**a. City of Whitehouse:**

**i. Project Management:**

1. The City agrees to oversee all project management of the Climavision weather radar. This includes, but is not limited to, procuring agreements between the City and Climavision, ensuring that objectives and timelines within agreements are met and providing city support and personnel, by means of access to facilities to be used that are annotated with the agreement, or providing information needed by Climavision, to meet objectives and timelines if needed.

**ii. Access to Weather Information:**

1. For the life of the radar, the City agrees to allow the County direct access to all weather information including all platforms or software associated with the radar. The City also agrees to jointly decide with the County on all other organizations, entities, or government organizations that wish to have access to said information.

**iii. Procurement:**

1. The City agrees to work with Climavision and the County to procure a weather radar.

**iv. Termination:**

1. If the City, for any reason, other than lack of service, decides to terminate the agreement with Climavision, before the end of the agreement between the two, the City will partner with the County to determine a reasonable solution, not excluding repaying the County on a pro-rated basis.

**b. Responsibilities of Smith County:**

**i. Funding:**

1. Smith County will provide the City \$95,000 of funding that will be used specifically for the weather radar from Climavision as previously mentioned.
2. Smith County will work to provide support to the City by any reasonable means not including additional monetary funds.

**ii. Termination:**

1. If termination is requested by the City, other than lack of service by Climavision, the County will work to determine an optimal solution for both parties.

**c. Regular Communication:**

- i. Both parties will maintain open and regular communication to discuss ongoing initiatives, address challenges, and share progress reports.

**IV. MISCELLANEOUS**

- a. **Relationship of Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- b. **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below.

Smith County Emergency Management Coordinator  
11325 Spur 248  
Tyler, Texas 75707

City of Whitehouse, Texas  
101 A Bascom Road  
Whitehouse, Texas 75791

- c. **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.
- d. **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- e. **Assignment:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

- f. **No Third Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- g. **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- h. **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- i. **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- j. **Governing Law:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie in either Smith, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- k. **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- l. **Recitals:** The recitals to this Agreement are incorporated herein.
- m. **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**COUNTY JUDGE**  
**SMITH COUNTY, TEXAS**

\_\_\_\_\_  
**Mayor**  
**City of Whitehouse**

4

# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

|  |   |
|--|---|
| <b>Submission Date:</b> 12/19/2025   | <b>Submitted by:</b> Brandon Moore  |
| <b>Meeting Date:</b> 01/06/2026  | <b>Department:</b> FMO  |
| <b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report  |   |
| <b>Title:</b> Memorandum of Understanding with Tyler Junior College  |   |
| <b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business<br><input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution<br><input type="radio"/> Presentation <input type="radio"/> Executive Session |   |
| <b>Agenda Wording:</b> Consider and take necessary action to enter into a Memorandum of Understanding (MOU) with Tyler Junior College for facilitation of internship program.  |   |
| <b>Background:</b> Smith County Office of Emergency Management was approached by the professor of emergency management at Tyler Junior College to participate in their internship program and sponsor one of the students for their final project.                                 |   |
| <b>Financial and Operational Impact:</b>   |   |
| <b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  | <b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  |   |
| <b>Return Signed Documents to the following:</b>   |   |
| <b>Name:</b> Brandon Moore   | <b>Email:</b> bmoore2@smith-county.com  |
| <b>Name:</b> Chad Hogue  | <b>Email:</b> chogue@smith-county.com   |
| <b>Name:</b>   | <b>Email:</b>   |
| <b>Name:</b>   | <b>Email:</b>   |

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

**SUBMIT**

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



# INTERNSHIP LEARNING CONTRACT

Emergency Management BAS Program  
Pirtle Technology T-304 Tyler Junior College  
Tyler, TX 75711

Phone: (903) 510.2986 / [EmergencyManagementBAS@tjc.edu](mailto:EmergencyManagementBAS@tjc.edu)

Student's Name \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Internship Supervisor Brandon Moore

Address of Internship 11325 S Spur 248/Tyler, Tex

Supervisor's Phone Number and E-mail Address 903-590-2649 B Moore2@smith-county

Internship Title \_\_\_\_\_

Internship Time Frame \_\_\_\_\_

## **Grading**

**Reflection Paper:** The intern will provide a reflection paper at the conclusion of the semester. The paper should be turned in online through Canvas to the TJC internship coordinator on the Monday of finals week by 5 p.m., no late work will be accepted. The student must have completed their 170 hours by the time the paper is turned in.

**Progress Reports:** The intern will provide progress reports to the internship coordinator, online in Canvas, weekly (15 per semester).

**Supervisor Evaluation:** (1) Near the culmination of the internship, your sponsor supervisor will write a letter of evaluation. The letter should verify the number of hours the intern worked and describe the quality of work. (2) The supervisor will complete the attached intern evaluation. (3) Supervisor will e-mail their letter and evaluation to the EMBAS Department Internship Coordinator at: [EmergencyManagementBAS@tjc.edu](mailto:EmergencyManagementBAS@tjc.edu) at the close of the internship, prior to finals week.

The undersigned agree to the conditions of the internship:

Student \_\_\_\_\_

Supervisor \_\_\_\_\_

Internship Coordinator \_\_\_\_\_



## Emergency Management

### BACHELOR of APPLIED SCIENCE

#### CAPSTONE INTERNSHIP

#### SPONSOR EVALUATION

*Please return this form electronically via email (Michael.McDonough@tjc.edu).*

Sponsor Agency/Org/Business Name: \_\_\_\_\_

Intern's Name: \_\_\_\_\_ Internship period: \_\_\_\_\_

*Please complete and return this evaluation to the TJC EMBAS Department Chair Office. The scale for each question is presented below.*

|                          |            |
|--------------------------|------------|
| <i>Strongly agree</i>    | <i>4</i>   |
| <i>Agree</i>             | <i>3</i>   |
| <i>Neutral</i>           | <i>2</i>   |
| <i>Disagree</i>          | <i>1</i>   |
| <i>Strongly Disagree</i> | <i>0</i>   |
| <i>Does Not Apply</i>    | <i>N/A</i> |

*Space is provided in each section for any comments you would like to make regarding scale evaluations.*

#### Attendance:

- |                                      |                         |                         |                         |                         |                         |                           |
|--------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------------|
| ▪ Followed the schedule              | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Arrived promptly                   | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Put in agreed upon hours each week | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |

Comments:

#### Professionalism:

- |  |                         |                         |                         |                         |                         |                           |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------------|
| ▪ Dressed in a professional and/or appropriate manner      | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Presented self professionally with co-workers/supervisor | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Presented self professionally with patrons               | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |

Comments:

---

Performance:

- |   |                         |                         |                         |                         |                         |                           |
|---|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------------|
| ▪ Learned new things                    | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Worked well with others               | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Worked independently                  | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Followed instructions                 | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Wrote clearly                         | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Communicated effectively              | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Solved problems effectively           | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Paid attention to detail              | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Performed assigned tasks well overall | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |

Comments:

---

---

Experience:

- |  |                         |                         |                         |                         |                         |                           |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------------|
| ▪ Possessed skills needed for the duties of the internship | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |
| ▪ Made a noticeable contribution to dept/agency/org        | <input type="radio"/> 4 | <input type="radio"/> 3 | <input type="radio"/> 2 | <input type="radio"/> 1 | <input type="radio"/> 0 | <input type="radio"/> N/A |

Comments:

---

---

Duties:

Please list three or four key responsibilities of this internship position:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

General Assessment:

What are the student's strengths?

---

---

---

---

Are you aware of any weaknesses? If so, please note.

---

---

---

---

Are you interested in having further interns? Please comment as to why or why not.

---

---

---

---

---

---

**\*\*We are interested in sharing on our department page, social media sites, and in our marketing efforts comments regarding the value and importance of internship opportunities, internship success stories, and the ways in which internships enhance individuals and organizations. As such, we ask both our interns and the individuals who worked with them in sponsoring organizations to provide comments that can be shared. No other comments in this evaluation are subject to being shared publicly, only the comments included below will be shared and attributed. If you have a photo or photos that are relevant to your comments, please feel free to include them with information about photo attribution.**

---

---

---

---

---

---

---

---

---

---

Evaluator’s Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

*Thank you for your assistance. Your candid assessment allows us to best assess future intern placements.*

**EMBAS Capstone Practicum Sponsor Agency Agreement**

This Agreement is between **Smith County Office of Emergency Management** ("Facility") and **Tyler Junior College**, a public junior college authorized under the laws of the State of Texas ("College"). The term of the Agreement shall commence on January 1, 2026 and shall automatically renew on a yearly basis unless one party notifies the other party according to "Joint Responsibilities" contained in Section 3 herein.

WHEREAS, it is agreed by the College and the Facility to be of mutual interest and advantage for the student(s) enrolled in the **Emergency Management BAS Program** (the "Program" or "EMBAS") at the College to be given the benefit of practical experiences at the Facility ; and

WHEREAS, the College has on this date authorized the execution of an Agreement to cover such services;

THEREFORE, the College makes the following affiliation with the Facility in order to obtain for a mutually agreed upon number of students of the College's Program, or any part thereof, practicum training.

IN CONSIDERATION OF THE AFORESAID, the parties hereto covenant, contract, and agree as follows:

1. **SPECIFIC RESPONSIBILITIES OF THE FACILITY:**

The Facility agrees to the following:

1.1 Upon notification from the College, Facility shall interview potential students. The Facility shall acknowledge acceptance of each student by signing the student acceptance form, which will be provided by College, each applicable semester.

1.2 Facility shall meet with College and student and shall determine placement in the interest of providing student an on-site educational experience that is pertinent for the student and that meets learning objectives. Based on availability, student may train at more than one Facility.

1.3 Facility shall provide to each student qualified mentors who have a minimum of two years applicable experience or those mentors that have been approved by the Program. Students shall only earn credit hours if all terms and conditions of this Agreement have been met. Facility shall submit the names and credentials of all assigned mentors to College for compliance review and approval.

1.4 Facility shall inform College of all incidents, events, special projects, schedule changes, and actions related to students.

1.5 Facility shall provide to College on a weekly basis, all mentor feedback on student activities and performance. College shall provide Facility with applicable form/format to provide evaluation and feedback. Facility shall return feedback through a confidential/encrypted email to the College's Department Chair/Professor of Record or applicable representative on Friday of each week.

1.6 Facility shall verify and confirm by signature, the number of student hours completed under mentor supervision.

1.7 Facility shall provide assistance in obtaining emergency health care at the student's expense, if needed, during the practicum period.

1.8 Facility shall submit an end of semester report to College on document/format provided to Facility by College.

1.9 There shall be no remuneration of any kind between the parties or the participants. Facility shall perform the functions and responsibilities in keeping with its commitment to training and education.

1.10 Facility's employees are not employees, agents, or representatives of the College, nor are they in a joint venture with College when serving as the Facility's educator/supervisor.

1.11 Facility shall comply with all laws regarding the confidentiality of the student's educational records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and shall comply with all applicable laws in safeguarding any confidential information of College's faculty and students which is in Facility's possession or control.

1.12 Facility shall permit College's students and employees to use its facilities in connection with providing on-site practical, training to students.

1.13 Unless prior written approval is provided from College, Facility shall supervise students at all times during students' practicum and training period with the Facility.

## 2. SPECIFIC RESPONSIBILITIES OF THE COLLEGE:

The College agrees to the following:

2.1 It shall be the responsibility of the College, after consultation with the Facility, to plan, coordinate, and implement the educational Program for the practicum period.

2.2 College shall provide qualified certified instructors to teach all courses in the Program and shall prepare students to become mentors by acquiring skills, knowledge, and best practices.

2.3 College shall refer approved students to Facility(s) with a portfolio (sample of work, resume and letter of introduction) within the established timeframe agreed upon by the Facility and College, and College shall provide a Program orientation for Facility personnel.

2.4 College shall be responsible for grading and maintaining the grades of student(s) and shall provide managerial functions, including admission, scheduling, attendance, accounting, and achievement records similar to those maintained for all students of the College and those required by specific accrediting Boards.

2.5 As is required by Facility, the College shall screen all students and faculty members prior to admission or employment. The Facility may reject any student in the Program if that student fails to meet the standards applied by the Facility to its own employees.

2.6 College faculty shall coordinate meetings with Facility representatives for the purpose of reviewing educational goals and progress of students in meeting those goals.

2.7 College faculty members are not employees, agents, or representatives of the Facility during the time they serve in the role of educators at the Facility.

2.8 College shall conduct its activities and all operations in strict compliance with all rules and regulations of the Facility, and all applicable state and other governmental rules and regulations. College's students, employees, and representatives shall comply with and observe such rules and regulations.

2.9 It is the College's policy that each student in the Program assumes financial responsibility for his/her health care.

### 3. JOINT RESPONSIBILITIES:

3.1 This Agreement commences on January 1, 2026 and automatically renews on a yearly basis.

3.2 This Agreement may be terminated with or without cause by either party upon giving at least sixty (60) days prior written notice to the other party; provided, however, no such termination shall affect participation of students until expiration of the then academic term.

3.3 All parties involved in this Agreement shall not discriminate based on age, color, religion, national origin, sex, handicap, marital status or veteran status.

3.4 College is subject to the Texas Public Information Act ("TPIA") and, as such, is required, under certain circumstances, to release information that has been deemed to be subject to disclosure under the TPIA. In the event that the College should receive a request for information under the TPIA and such request includes the other party's records, the party receiving such request will immediately notify the other party of such request. If any request under the TPIA includes information which may be confidential or proprietary to a party, it will be the sole responsibility of that party to provide documentation stating such. If a party fails to provide documentation to the Texas Attorney General for a determination of confidentiality/privacy or fails to seek injunctive relief restricting the disclosure of such information within the time limits set forth in the TPIA, all information requested may be released to the individual making the request.

3.5 There shall be no exchange of monies between Facility and College.

3.6 VENUE; GOVERNING LAW - Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

3.7 Should circumstances arise regarding appropriateness of Facility, College ITP reserves the right to make the Facility administration aware of such and reserves the right to discontinue the Agreement until any such issue is resolved should the College deem it necessary. However, every attempt to resolve any issue will be made directly between the Facility and College.

3.8 The Facility or College reserves the right to remove or dismiss a student for repeated or gross violations of policies which includes professionalism. Every attempt will be made to resolve any issue to avoid this option by meeting with the student and College. College policies shall be followed as outlined in the College Student Handbook. Signed written documentation shall be required for dismissal.

3.9 The parties enter this agreement with the intent of conducting their relationship in full compliance with applicable state, local and federal law.

3.10 Limitations. The parties are aware that there are constitutional and statutory limitations on the authority of Tyler Junior College to enter into certain terms and conditions that may be a part of this Agreement, including those terms and conditions relating to liens on Tyler Junior College's property; disclaimers and



limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; indemnities; and confidentiality (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on Tyler Junior College except to the extent authorized by the laws and constitution of the State of Texas.

3.11 INDEMNIFICATION: TO THE EXTENT ALLOWABLE BY TEXAS LAW AND WITHOUT WAIVING ANY RIGHTS OR ENTITLEMENT TO GOVERNMENTAL OR SOVEREIGN IMMUNITY, THE PARTIES SHALL INDEMNIFY AND HOLD HARMLESS EACH OTHER AND THEIR RESPECTIVE OFFICERS, TRUSTEES, OR EMPLOYEES, (HEREAFTER REFERRED TO AS "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) TO ANY PERSONS OR ENTITIES (EXCEPT TO THE EXTENT SUCH LIABILITY IS THE FAULT OF THE INDEMNIFIED PARTY) ARISING FROM OR RELATED TO THE NEGLIGENCE OR WILLFUL ACTS, OMISSIONS, OR OTHER MISCONDUCT OF THE INDEMNIFYING PARTY OR ITS AGENTS, OFFICERS/TRUSTEES, AND EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO WAIVE IMMUNITY IN ANY WAY NOR TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNIFIED PARTY HAS BY LAW OR EQUITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officer on the day and year first above written.

FACILITY: Smith County Office of Emergency Services COLLEGE: Tyler Junior College

\_\_\_\_\_  
Name: Brandon Moore  
Title: Smith County Emergency Management Coordinator

\_\_\_\_\_  
Deana Sheppard, Ed.D  
Provost and Vice President for Academic and  
Student Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**5**

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

|   |   |
|---|---|
| <b>Submission Date:</b> 12/30/2025  | <b>Submitted by:</b> Rachel McCord  |
| <b>Meeting Date:</b> 1/6/2026   | <b>Department:</b> Sheriff's Office   |
| <b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report   |   |
| <b>Title:</b> Motorola Radios   |   |
| <b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business<br><input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution<br><input type="radio"/> Presentation <input type="radio"/> Executive Session |   |
| <b>Agenda Wording:</b> Consider and take necessary action to approve the Motorola APX Next Radios, HGAC RA-5-21 in the total amount of \$399,756.54 from Senate Bill 22 funds and authorize the County Judge to sign all necessary documentation.                       |   |
| <b>Background:</b>  |   |
| <b>Financial and Operational Impact:</b>  |   |
| <b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   | <b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   |   |
| <b>Return Signed Documents to the following:</b>  |   |
| <b>Name:</b> Chief Jackson  | <b>Email:</b> jjackson2@smith-county.com  |
| <b>Name:</b> Jaye Latch   | <b>Email:</b> jlatch@smith-county.com   |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |

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

SUBMIT

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

12/01/2025

SMITH COUNTY Purchasing  
200 E FERGUSON ST, STE 414  
TYLER, TX 75702

RE: Motorola Quote for (33)APX Next

Dear Justin Hall,

Motorola Solutions is pleased to present SMITH COUNTY Purchasing 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 Purchasing with the best products and services available in the communications industry. Please direct any questions to Joel Cutright at [joelcutright@callmc.com](mailto:joelcutright@callmc.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,

Joel Cutright

Motorola Solutions Manufacturer's Representative

Billing Address:  
SMITH COUNTY  
200 E FERGUSON ST, STE 414  
TYLER, TX 75702  
US

Shipping Address:  
SMITH COUNTY SHERIFF DEPT  
227 N SPRING ST  
TYLER, TX 75702  
US

Quote Date:12/01/2025  
Expiration Date:12/31/2025  
Quote Created By:  
Joel Cutright  
joelcutright@callmc.com  
  
End Customer:  
SMITH COUNTY Purchasing  
Justin Hall  
JHall@smith-county.com  
903-920-4615  
  
Contract: HGAC RA05-21  
AGREEMENT: WG AGREEMENT&SVX  
PROMO&STATE OF TEXAS

### Summary:

This Motorola 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 the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>

### Summary:

(33) APX NEXT All-Band Portable Subscribers

- For use on TXWARN System
- SmartConnect, SmartProgramming, SmartLocate & SmartMapping for 5 Years
- Single Unit Chargers and SVX Remote Speaker Microphones
- AT&T FirstNet LTE Service provided by Motorola
- (33) SVX Body Cameras

| Line # | Item Number | Description    | Qty | Term | List Price | Sale Price | Ext. Sale Price |
|--------|-------------|----------------|-----|------|------------|------------|-----------------|
|        | APX™ NEXT   | APX NEXT MULTI |     |      |            |            |                 |



| Line # | Item Number  | Description                                     | Qty | Term | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|------|------------|------------|-----------------|
| 1      | H55TGT9PW8AN | PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5     | 33  |      | \$8,818.00 | \$4,841.26 | \$159,761.58    |
| 1a     | Q387CB       | ADD: MULTICAST VOTING SCAN                      | 33  |      | Included   | Included   | Included        |
| 1b     | BD00040AD    | ADD: PROVISIONING NON-FEDERAL BUNDLE            | 33  |      | \$353.00   | \$201.21   | \$6,639.93      |
| 1c     | QA09030AB    | ADD: MOTOROLA APX HOSTED RADIOCENTRAL           | 33  |      | \$0.00     | \$0.00     | \$0.00          |
| 1d     | Q806CH       | ADD: ASTRO DIGITAL CAI OPERATION                | 33  |      | Included   | Included   | Included        |
| 1e     | QA09772AA    | ENH: MULTI-CODE PLUG PROGRAMMING                | 33  |      | Included   | Included   | Included        |
| 1f     | Q498BN       | SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY | 33  |      | Included   | Included   | Included        |
| 1g     | Q15AU        | ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP      | 33  |      | Included   | Included   | Included        |
| 1h     | QA03399AK    | ADD: ENHANCED DATA                              | 33  |      | Included   | Included   | Included        |
| 1i     | QA01767BL    | ADD: P25 LINK LAYER AUTHENTICATION              | 33  |      | Included   | Included   | Included        |
| 1j     | H499KC       | ENH: SUBMERSIBLE (DELTA T)                      | 33  |      | Included   | Included   | Included        |
| 1k     | QA00580BA    | ADD: TDMA OPERATION                             | 33  |      | Included   | Included   | Included        |
| 1l     | G996AP       | ADD: PROGRAMMING OVER P25 (OTAP)                | 33  |      | Included   | Included   | Included        |
| 1m     | Q53BF        | ADD: FRONT PANEL PROGRAMMING & CLONING          | 33  |      | Included   | Included   | Included        |
| 1n     | BD00001AA    | ADD: CORE BUNDLE                                | 33  |      | \$3,323.00 | \$1,894.11 | \$62,505.63     |
| 1o     | QA09001AM    | ADD: WIFI CAPABILITY                            | 33  |      | Included   | Included   | Included        |
| 1p     | H797DW       | SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP | 33  |      | Included   | Included   | Included        |
| 1q     | QA09028AA    | ADD: VIQI VC RADIO OPERATION                    | 33  |      | Included   | Included   | Included        |
| 1r     | H38DA        | ADD: SMARTZONE OPERATION                        | 33  |      | Included   | Included   | Included        |
| 1s     | BD00010AB    | ADD: SECURITY BUNDLE                            | 33  |      | \$1,227.00 | \$699.39   | \$23,079.87     |



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                         | Description   | Qty | Term    | List Price | Sale Price | Ext. Sale Price |
|--------|-------------------------------------|---|-----|---------|------------|------------|-----------------|
| 1t     | QA09113AA                           | ADD: BASELINE RELEASE SW  | 33  |         | \$0.00     | \$0.00     | \$0.00          |
| 1u     | QA07680AA                           | ADD: MULTI SYSTEM OTAR  | 33  |         | Included   | Included   | Included        |
| 1v     | Q361CD                              | ADD: P25 9600 BAUD TRUNKING   | 33  |         | Included   | Included   | Included        |
| 1w     | QA07710AA                           | ALT: STUBBY 7-800MHZ 6CM ANTENNA                                    | 33  |         | \$0.00     | \$0.00     | \$0.00          |
| 1x     | QA09017AA                           | ADD: LTE WITH ACTIVE SERVICE AT&T US                                | 33  |         | \$0.00     | \$0.00     | \$0.00          |
| 2      | PSV03S02465A                        | APX DMS PROVISIONING PD3  | 1   |         | \$0.00     | \$0.00     | \$0.00          |
| 3      | PSV01S02944A                        | PROVISIONING SUPPORT  | 1   |         | \$0.00     | \$0.00     | \$0.00          |
| 4      | NNTN9216A                           | PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 4400T                   | 33  |         | \$248.05   | \$186.04   | \$6,139.32      |
| 5      | SSV01S01407A                        | SMARTPROGRAMMING  | 33  | 5 YEARS | \$375.00   | \$375.00   | \$12,375.00     |
| 6      | LSV01S03446A                        | APX NEXT DMS ESSENTIAL  | 33  | 3 YEARS | \$230.76   | \$230.76   | \$7,615.08      |
| 7      | SSV01S01406A                        | APX NEXT SMARTCONNECT SUBSCRIPTION                                  | 33  | 5 YEARS | \$375.00   | \$375.00   | \$12,375.00     |
| 8      | SSV01S01476A                        | SMARTLOCATE   | 33  | 5 YEARS | \$375.00   | \$375.00   | \$12,375.00     |
| 9      | LSV01S03082A                        | RADIOCENTRAL PROGRAMMING  | 33  | 5 YEARS | \$160.20   | \$160.20   | \$5,286.60      |
| 10     | SSV01S01907A                        | SMARTMAPPING  | 33  | 5 YEARS | \$375.00   | \$375.00   | \$12,375.00     |
| 11     | NNTN9199A                           | CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA                   | 33  |         | \$181.43   | \$136.07   | \$4,490.31      |
| 12     | PSV01S02940A                        | SMARTMAPPING ENABLEMENT   | 1   |         | \$0.00     | \$0.00     | \$0.00          |
|        | SVX Video Remote Speaker Microphone |   |     |         |            |            |                 |
| 13     | PMPN5022A                           | SVX CHARGE AND UPLOAD SMARTDOCK, 10 SLOT, US/NA                     | 5   |         | \$1,499.00 | \$1,199.20 | \$5,996.00      |
| 14     | PMNN4893A                           | BATTERY PACK,BATT LIION IP68 4300T                                  | 45  |         | \$99.00    | \$79.20    | \$3,564.00      |
| 15     | PMLN8708A                           | SVX RECEIVE ONLY EARPIECE W/TRAN TUBE, EXTRA LOUD, 3.5MM JACK, IP54 | 45  |         | \$70.00    | \$51.10    | \$2,299.50      |



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         | Description   | Qty | Term    | List Price | Sale Price | Ext. Sale Price |
|--------|---------------------|---|-----|---------|------------|------------|-----------------|
| 16     | PMLN8682A           | CARRY ACCESSORY-STRAP, COILED LANYARD (PACK OF 5)                   | 9   |         | \$152.90   | \$114.68   | \$1,032.12      |
| 17     | PMMN8200A           | SVX VIDEO REMOTE SPEAKER MIC WITH MAGNETIC SHIRT MOUNT              | 45  |         | \$999.00   | \$399.00   | \$17,955.00     |
| 18     | PMPN5026A           | SVX BATTERY ONLY CHARGER, 12 SLOT, US/NA                            | 4   |         | \$899.00   | \$500.00   | \$2,000.00      |
| 19     | SSV00S05534A        | COMMANDCENTRAL DEMS SERVICE - DEVICE MANAGEMENT ONLY*               | 1   | 5 YEAR  | \$0.00     | \$0.00     | \$0.00          |
| 20     | LSV07S05139A        | HARDWARE REPAIR - TRANSFER STATION / SMARTDOCK                      | 5   | 5 YEARS | \$810.00   | \$648.00   | \$3,240.00      |
| 21     | LSV07S05094A        | 5Y ESSENTIAL SUPPORT, ACCIDENTAL DAMAGE, ADVANCED REPLACEMENT - SVX | 45  | 5 YEARS | \$912.60   | \$730.08   | \$32,853.60     |
| 22     | PMKN4294A           | CABLE, DATA, USB-A TO USB-C, 1M                                     | 45  |         | \$5.00     | \$0.00     | \$0.00          |
|        | CommandCentral DEMS |   |     |         |            |            |                 |
| 23     | SSV00S05158A        | COMMANDCENTRAL DEMS PLUS SERVICE*                                   | 1   | 1 YEAR  | \$396.00   | \$0.00     | \$0.00          |
| 24     | PSV00S05490A        | MOBILE VIDEO REMOTE EQUIPMENT ADD ON                                | 1   |         | \$5,798.00 | \$5,798.00 | \$5,798.00      |
| 25     | PSV00S05491A        | MOBILE VIDEO ONSITE TRAINING  | 1   |         | \$0.00     | \$0.00     | \$0.00          |

Grand Total

**\$399,756.54(USD)**

### Pricing Metric :

Price is indicative of the following -  
# of Devices - 0



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



## Pricing Summary

| Payment Term   |          | Upfront Sale Price |                   |
|--|----------|--------------------|-------------------|
| Upfront Costs*   |          |                    |                   |
|  |          | \$399,756.54       |                   |
| Upfront Subscription Fee   |          |                    |                   |
| CommandCentral DEMS  | Annually | \$0.00             |                   |
| Sub Total:   |          | \$399,756.54       |                   |
|  |          |                    |                   |
| Payment Term   |          | Sale Price         | Annual Sale Price |
| Sub Total:   |          |                    | \$0.00            |
| Grand Total System Price (Inclusive of Upfront and Annual Costs) |          |                    | \$399,756.54      |

\*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.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) 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 the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

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

Motorola Solutions, Inc.

Customer

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

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

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

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

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

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

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

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

- 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.



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

- Unless otherwise noted in this quote / order, installation of equipment is not included.



| Line # | Item Number  | Parametric Data  |
|--------|--------------|--|
| 1      | H55TGT9PW8AN | SYSTEMID = 01A7  |
| 12     | PSV01S02940A | TEMAILAR = JHall@smith-county.com  |
| 19     | SSV00S05534A | Incomplete   |
| 1c     | QA09030AB    | PROVAGID = f543c910-0372-49ba-879c-fb69133fd56b,TEMAILAR = JHall@smith-county.com,CUSTNAME = Justin, Hall,SYSTEMID = 01A7,CCID = cc-usgv202506251940304030,CLREGION = usgv,PROD ID = APXNEXT |
| 1x     | QA09017AA    | ENDUSERT = POLICE PROTECTION   |
| 2      | PSV03S02465A | PROVAGID = f543c910-0372-49ba-879c-fb69133fd56b,TEMAILAR = JHall@smith-county.com,CUSTNAME = Justin, Hall,SYSTEMID = 01A7,CCID = cc-usgv202506251940304030,CLREGION = usgv,PROD ID = APXNEXT |
| 23     | SSV00S05158A | Incomplete   |
| 3      | PSV01S02944A | TEMAILAR = JHall@smith-county.com,CUSTNAME = Justin, Hall,SYSTEMID = 01A7  |





## Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

## SOLUTION DESCRIPTION — SVX VIDEO REMOTE SPEAKER MICROPHONE

The SVX Video Remote Speaker Microphones leverages the capabilities of APX NEXT and N70 radios - from clarity of audio to mission-critical ergonomics and virtual partner ViQi - and adds the ability to capture powerful evidential footage in challenging conditions. By converging our industry-leading voice and trusted video technology, we've transformed what it means to be on the front line. Now, law enforcement agencies can get the best of both worlds, without sacrificing ergonomics or usability.

The SVX can help every member of an agency, regardless of their role. Officers experience fewer distractions in the field, and are secure in the knowledge that they'll always hear, and be heard - whether they're in the middle of an evolving incident or reviewing a suspect's confession back at the station. Evidence technicians can build a stronger case more easily, with evidential audio and radio communications captured on one device in a single video; and, because these videos are categorized automatically, technicians can also find the relevant information quickly. IT technicians now have half the number of devices, docks, and accessories they need to secure and maintain, while senior officers know that they're augmenting the power of their APX radio investment and improving the safety of their officers.



### MISSION-CRITICAL VOICE FUNCTIONALITY AND ERGONOMICS

- **Secure and reliable wireless connectivity** – out of the box, the SVX operates as a Wireless Remote Speaker Microphone, freeing officers from the constraints of cords and cables via a secure, reliable Bluetooth connection to their APX NEXT or N70 radio. It enables officers to move effortlessly while still staying focused on the task at hand.
- **Intuitive design** – The large, recessed push-to-talk and emergency buttons are easy to use and designed to prevent accidental activation. Officers can also query the device status via voice commands, to reduce interaction with the device during high-stress situations.
- **Clear audio** – The SVX can be positioned anywhere on the front of an officer's uniform or tactical vest, due to its 102 Phon speech loudness, High Dynamic Range (HDR) microphones, advanced windporting technology and intelligent noise suppression technology. This provides the best possible field of view for both evidential video capture and clear radio communications.
- **Secure NFC pairing** – Via "touch" pairing, an officer can quickly associate their SVX with their corresponding APX NEXT or N70 for the first time, even when many other wireless devices are present in the area.
- **Removable battery** – The SVX's detachable battery enables officers to switch from a depleted battery to a fully-charged battery in the field, which accommodates unexpected overtime or heavy usage. Batteries can be charged independently from the SVX itself, so officers can keep a replacement battery on-hand and ready to use.
- **Programmable buttons** – Use four configurable buttons to accommodate radio shortcuts or video operation functionality.
- **ViQi** - for SVX devices paired with APX NEXT and APX N70 radios, ViQi provides the following voice interaction capabilities when available or subscribed to on a per-agency basis:
  - **Real-time translation**, a broadband-enabled service supporting conversation between English and Spanish, Portuguese, Mandarin, and numerous other languages.
  - **Assist Chat**, a broadband-enabled service providing a Large Language Model (LLM) platform designed for public safety users.



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.

- **Voice Control**, a local service supporting officers tagging video footage and performing other basic device controls through voice commands. ViQi Voice Control now includes enhanced capabilities, sending unrecognized voice commands to the cloud for intent recognition and response.

PLEASE NOTE: Product(s) purchased may include an AI Feature that utilizes smart technology (such as a chat bot or voice activated AI), designed to process user queries and retrieve information from our Products. The AI Feature's responses ("AI Outputs") are generated using artificial intelligence and data from our Products.

Customer assumes sole responsibility for reviewing, evaluating, and independently verifying the accuracy, appropriateness, and suitability of any AI Outputs before relying upon them or taking any action based thereon. THE AI FEATURE AND AI OUTPUTS ARE PROVIDED "AS IS". MOTOROLA SOLUTIONS, INC. DISCLAIMS ALL WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF AI OUTPUTS. Motorola Solutions shall have no liability for any decisions made or actions taken (or not taken) by Customer or its users in reliance on AI Outputs. Customer shall ensure its users are appropriately informed about the nature of the AI Feature and the necessity for independent verification.

### EVIDENTIARY VIDEO FUNCTIONALITY (REQUIRES VIDEOMANAGER EL OR COMMANDCENTRAL DEMS)

- **Dual audio streams** – revolutionary audio technology enables officers to capture both clear radio communications and environmental audio simultaneously; this provides mission-critical communications in the field, while also adding more context of how and when an officer responded in the evidentiary video.
- **Natural field of view** – The SVX eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction enables a clear and complete evidence review process. The SVX's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **Data encryption** – The SVX uses FIPS-140-2 compliant encryption at-rest and in-transit. This prevents bad actors from gaining unauthorized access to confidential and sensitive data.
- **Record-After-the-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. An officer or supervisor can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Voice-activated tagging** – Leveraging the ViQi Voice Control capabilities of the paired APX NEXT or N70 radio, officers can now easily apply an event category to a recording video by simply uttering a voice command (e.g., "tag video as 'arrest'"). This eliminates scrolling through a long list of events, either on a small body camera screen or back at the station after a shift.
- **Bluetooth recording triggers** – The SVX accommodates a variety of Bluetooth recording triggers, so officers can focus on the task at hand instead of needing to manually start recording. Emergency button: the SVX is triggered to start recording immediately when the APX NEXT or N70 emergency mode button is pressed, or the "Fall Alert" feature is activated. M500 in-car video systems collaboration and Holster sensors will be available in upcoming software upgrades.
- **Wireless uploading** – Recordings made by the SVX are uploaded to the agency's evidence management system via Wi-Fi. This enables easy transfer of critical recordings from a vehicle to headquarters for immediate review or long-term storage.
- **Real-time location and video streaming** – leveraging a Wi-Fi connection, the SVX can send location updates and stream live video to CommandCentral Aware in a dispatch center or Real Time Crime Center (RTCC), giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables SVX users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.

### CHARGERS AND UPLOAD STATIONS

The SVX has three charging options:



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.



**SmartDock** – charge up to ten SVX devices and their attached batteries simultaneously. When the SVX is used as an RSM only, a LAN-connected SmartDock enables the devices to check for new firmware and automatically apply these updates without manual intervention. When the SVX is used as a video RSM, the SmartDock enables the automatic offload of video recordings from the devices to the evidence management platform via an integrated gigabit switch. It also facilitates comprehensive device management capabilities, including device configuration and checkout.

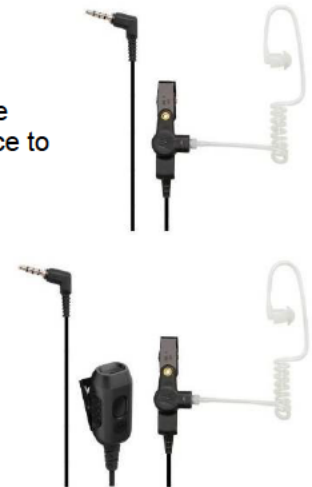
**Battery-only charger** – charge up to 12 spare batteries at once. Quickly understand which batteries are ready to take for a shift via a status LED on each slot. A convenient mounting bracket allows the charger to be placed on a desk or mounted on a wall.

**USB-C charger** – charge a single SVX device or battery by connecting a commercially-available USB-C cable to a 1.5amp wall adapter, car port or battery backup bank, for additional charging flexibility on the go.

## EARPIECE SOLUTIONS

The **receive-only earpiece** connects to the 3.5mm side connector on the SVX and is a great option for private communication when the device is mounted at chest level on the officer's uniform. The SVX serves as the wireless microphone to speak, and the earpiece to listen.

The **two-wire surveillance style earpiece** is an ideal choice for unobtrusive communication when the SVX is mounted below chest level. The discreet microphone piece can be attached on a shirt collar or outer carrier shoulder strap. To transmit, the officer can press the PTT button on the microphone piece, the SVX or radio itself. The programmable button on the front of the mic piece mirrors the function of the 3-dot button on the SVX.



## MOUNTING SOLUTIONS

The SVX is compatible with the entire portfolio of existing V300 / V700 mounting solutions, depicted below:

**WGP02798**

**WGA00669**

**WGA00668**

**WGP02697**

**WGP03088**

**WGP03085**



Magnetic  
Center Shirt  
Mount



Tek-Lok Belt  
Mount



Molle Locking  
Mount



Shirt  
Clip



Heavy  
Jacket Clip



Heavy Jacket  
Magnetic Mount





## SVX REMOTE SPEAKER MICROPHONE STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of the SVX remote speaker microphone and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners.

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

### FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

#### CJIS Security Policy Compliance

Motorola does not believe our solution requires compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's





design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

### **Personnel Security – Background Screening**

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access to unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJISSECPOL Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

### **Security Awareness Training**

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

### **CJIS Security Addendum**

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### **Third Party Installer**

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

### **Completion Criteria**

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



## SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

### Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Discovery validation
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

### Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration
- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).



### Field Engineer (FE)

The FE will work with the Customer's Project Team on:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

### Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

### Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

### Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

### Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

### Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.



- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- 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 meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

### Video Management Point of Contact (POC) (if applicable)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its



own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

### Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

### Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

### General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

### NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.



- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
- Quoting/ordering documents
- A summary of contracted applications and hardware as purchased.
- Customer's involvement in project activities to confirm understanding of scope and required time commitments.
- Data Migration questionnaire if migration is included in the Solution
- The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies
- A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.



### Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable)
- BPR Workbook

### PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.





## DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPRWorkbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.

### Motorola Responsibilities

- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

### Customer Responsibilities

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

### Motorola Deliverables

- Completed BPR Workbook.

## PROJECT EXECUTION

### HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Verifying the SVX Smart Dock(s) are connected to Motorola's Cloud Evidence Management System through the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Smart Dock(s), and the Customer's network is operational.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.





### Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software workstation(s).
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Cloud Evidence Management System cloud on Customer-provided workstation(s).
- The Customer will verify whether the Smart Docks(s) are connected to their network.

### Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory

### SVX Configuration as a Remote Speaker Microphone

The Smart Dock(s) will be utilized to manage firmware updates on each SVX. In order for this process to be successfully completed, each Smart Dock must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

### Motorola Responsibilities

- Configure Smart Dock(s) for connectivity to Motorola's Cloud Evidence Management System.
- Verify the Smart Dock(s) is configured properly and connected to the network.
- Verify all slots in each Smart Dock are functional.
- Provide documentation on how to pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure Near-Field Communications (NFC).

### Customer Responsibilities

- Select physical location(s) for Smart Dock(s).
- Enable Bluetooth, Bluetooth Tones, and Secure NFC Touch Pairing on Motorola APX NEXT and/or APX N70 radio(s).
- Motorola recommends "Power Down Standby Mode (hrs) = 1" to allow the SVX Bluetooth connection to quickly reconnect after power up within the 1-hour timeframe.
- Pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure NFC.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

### SVX Configuration as a Body Camera (if applicable)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Smart Dock(s) will be utilized to configure each SVX as a body camera.

### Motorola Responsibilities

- Configure SVX(s) within Motorola's Cloud Evidence Management System.



- Check out SVX(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased SVX(s).
- Provide a demonstration of client software.

### Customer Responsibilities

- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for the remainder of purchased SVX(s).

## SOFTWARE AND CONFIGURATION

### CommandCentral DEMS (if applicable)

CommandCentral DEMS software is a cloud solution that does not require an onsite server and supports the SVX as a remote speaker microphone and a body camera. Section 3.2 does not apply to existing Motorola customers using VideoManager EL Cloud

### Motorola Responsibilities

- Use information provided in BPR Workbook to configure CommandCentral DEMS software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories when SVX is used as a body camera.
- Set retention policies when SVX is used as a body camera.
- Test software using applicable portions of the Functional Validation Plan.
- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral DEMS.
- Ensure training POC can access the system.

### Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral DEMS provisioning.
- Respond to Motorola's inquiries regarding users, groups, and agency mapping to CommandCentral DEMS.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer's firewall and reaches end-user workstations.

### DATA MIGRATION SERVICES (IF APPLICABLE\*)

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer's Non-Motorola Digital Evidence Management System to Motorola's cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. \*Data Migration Services may be subject to additional fees.



**Motorola Responsibilities**

- Receive access to Customer video data.
- Perform contracted data migration and validation.

**Customer Responsibilities**

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

**Completion Criteria**

- A migrated dataset as defined in the Contract.

**Motorola On-Premise Evidence Management System (if applicable)**

Motorola supports data migration of digital assets and associated metadata from our on-premise evidence management systems, Evidence Library 4 and VideoManager EL On-Prem (formally known as Evidence Library 5), to Motorola's cloud solution.

**Motorola Responsibilities**

- Verify compatible platform(s) and upgrade if applicable

**Customer Responsibilities**

- Provide internet connectivity from on-premise server to destination resources

**Non-Motorola Evidence Management System (if applicable)**

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.

**Motorola Responsibilities**

- Facilitate the method of obtaining and consuming the data
- Review data in the Motorola systems with the customer

**Customer Responsibilities**

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premise server to destination resources, if applicable.
- Provide API connection to the source, if applicable
- Provide data and metadata information in a readable and consumable format
- Assist with mapping metadata information into Motorola system



## INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

### Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

### Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

### ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.

### Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

### Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

### Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

### Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

## ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola's Cloud Evidence Management System must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.



- Upload Speed Requirements for SVX when used as a body camera:
- 5 Mbps + 3 Mbps per additional device.
- This assumes it will take 8 hours to upload 5 GB of video on a device.
- 40-50 Mbps per concurrent uploading device.
- This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.



## ESSENTIAL SERVICE FOR SVX VIDEO REMOTE SPEAKER MICROPHONE DEVICE

This Statement of Work (SOW) is subject to the terms and conditions of the Motorola Solutions Customer Agreement or other applicable agreement in effect between the parties (Agreement). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

### DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions. Essential Service provides either three (3) or five (5) years of coverage, as selected and purchased by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Hardware Repair for manufacturing defects

Every SVX device is covered by one (1) year of standard product warranty. Motorola Solutions offers three (3) and five (5) years of Essential Service options for SVX devices, with optional service upgrades to extend and/or provide additional coverage for the device described in Section 7 of this SOW.

### ESSENTIAL SERVICE

#### Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.





**Technical Problem Isolation, Analysis and Resolution**

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

**Software Maintenance**

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available SVX device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the SVX device is made possible through the use of the CommandCentral DEMS or VideoManager EL solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service. Only Customers with three (3) year service term durations are eligible for a two (2) year renewal for a total of (5) years of services.

**Device Hardware Repair**

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the SVX device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and operational defects due to normal wear and tear. With this Service, the device is repaired to ensure compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

At the discretion of Motorola Solutions, if the device is considered "un-repairable", for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

**Standard Product Warranty**

The Customer is automatically entitled to one (1) year of technical support and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty. Exclusions apply, per the Agreement.

A three (3) year optional Service is available for the Docking Station. Scope includes Technical Support and Hardware Repair as described in sections 1.2.1 and 1.2.3.



### Scope of Products or Services Included

Essential Service, and optional Service upgrades, are currently available for all SVX Video Remote Speaker Microphone devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

Optional and purchasable Services are available for the Docking Station.

## MOTOROLA SOLUTIONS RESPONSIBILITIES

### Software Release Availability

Motorola Solutions will provide access to the latest SVX device software and firmware releases via the CommandCentral DEMS VideoManager EL On-Premises, or VideoManager EL Cloud, solution. For customers using the CommandCentral DEMS or VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Video Remote Speaker MicrophoneBody Worn Camera device connects to the agency's CommandCentral DEMS or VideoManager EL Cloud instance.

### Software Release Notes

Motorola Solutions may, from time to time, provide release notes for the SVX Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

### Hardware Repair

Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

### Shipping

For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

## CUSTOMER RESPONSIBILITIES

### Serial Numbers

If device orders are submitted via Motorola Solutions' Customer Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year



Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

### Initiating Repair

When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty SVX device. The Customer can submit a repair, and request an RMA, via the Customer Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Customer Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the SVX device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

### Device Software Releases

The Customer will be responsible for updating each eligible SVX device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

### WiFi Connectivity

The Customer is responsible for providing all WiFi connectivity to the device.

### Removing Customer Data

The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the SVX device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

### ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

- Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:



- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.
- Where a Video Remote Speaker Microphone device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.
- Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.
- Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.
- Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

#### **MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:**

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.





## **OPTIONAL ADD-ONS: ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT**

### **Description of Services and Obligations**

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged SVX devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer (as selected by the Customer) reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

### **Repair or Replacement**

Motorola Solutions will provide repair or replacement of a SVX device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

### **Serial Numbers**

If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Customer Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

### **Initiating Repair**

When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty SVX device. The Customer can submit a repair, and request an RMA, via the Customer Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Customer Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the SVX device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.



- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

### Advanced Replacement

Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

### ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

- Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:
  - Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
  - Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
  - Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.
  - Repair of problems caused by unauthorized alterations or attempted repair.
  - Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
  - Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
  - Any file or video backup or restoration.
  - Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
  - Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.
- There is a maximum limit of one (1) SVX Video Remote Speaker Microphone device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.
- Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and



prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

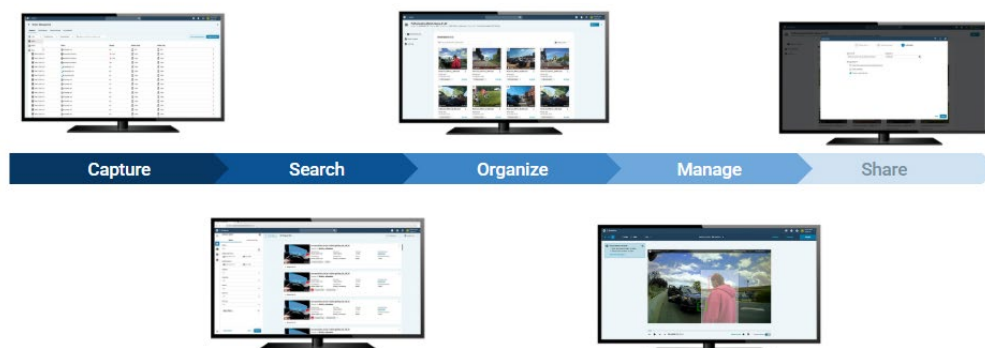
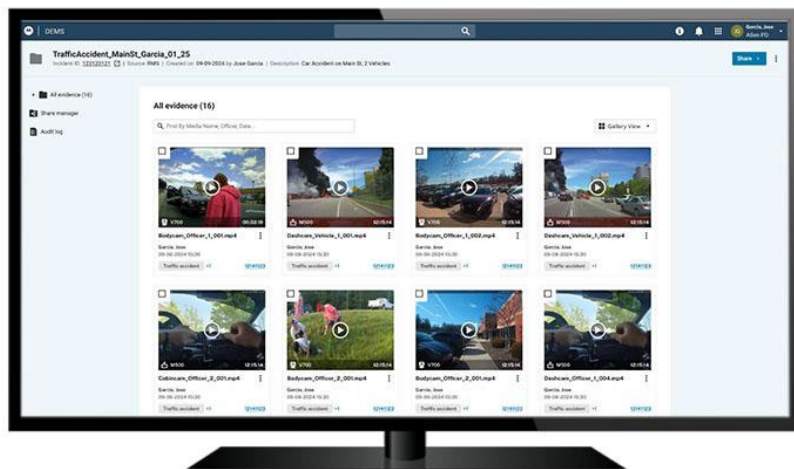


## COMMANDCENTRAL DEMS PLUS SOLUTION DESCRIPTION

### OVERVIEW

CommandCentral DEMS provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location.

By centralizing digital evidence collections, CommandCentral DEMS removes data silos and provides users with the storage and tools they need to get the most out of their critical information. In addition, users can easily secure and share content with an intact chain of custody, to improve collaboration.



CommandCentral DEMS Plus is available without any upfront capital investment. Monthly subscription service costs include the software, device management, and storage. Evidence also secures data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework.

### THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all software applications with one agency username and password for a more streamlined workflow. The platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.





CommandCentral continuously evolves, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



**Figure 1: The End-to-End Platform**

## DIGITAL EVIDENCE MANAGEMENT

Evidence stored in the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

### Store and Manage - Collections

Evidence is automatically linked based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident.

- **Auto Created Collections** – Digital evidence captured by integrated products that provide a Record ID, such as an Incident or Case Number, will automatically be grouped into a Collection.
- **Manually Created Collections** – Users can manually create collections or sub-collections to better organize individual files and related items.
- **Bulk Actions** – Easily download, share, and edit specific details of multiple files in a group.
- **Manual Upload** - Upload digital evidence from 3rd parties directly into an existing collection or while creating a new collection to build your case.

### Interagency, Judicial, and Community Sharing

Easily share digital evidence with trusted organizations and community members using our secure sharing features.

- **Trusted Organizations, Authenticated Sharing** - Share digital evidence collections with other agencies and judicial partners in a secure portal accessible by authenticated users.
- **Unauthenticated** - Quickly share evidence with the community for public information requests. Links can be password protected to add a level of security.



### AI Assisted Redactions and Transcriptions

Protect confidentiality and save time with our AI Assisted Redaction and Transcription Services.

- **AI Transcription & Summaries** - Generate transcriptions on-demand or set up automations to create transcriptions for video and audio files with an AI generated summary.
- **AI Assisted Video and Audio Redactions** - Receive suggestions for objects and information commonly redacted.
  - Video Object Detection - Identifies and tracks objects commonly redacted; such as heads (faces), license plates, screens, and documents.
  - Audio Detections - Use AI to auto-detect common sensitive data found in audio; such as names, phone numbers, and medical interactions.
  - Manual Redactions - For simple projects, manual redaction tools are available.

### Current MSI Ecosystem Integrations:

- CommandCentral Responder Starter, Mobile Field Responder Application
- SmartControl Mobile App for Body Cameras
- 10-21 Police Phone
- CAPE-Equipped Drones
- Smart Transcription for 9-1-1 call recordings
- ViQi - Voice Activated AI
- Records Management
  - Flex Records
  - PremierOne Records
  - CC Records / RMS

### Third Party Integrations

Import and export of data from some 3rd party software is available in some instances. Talk to your sales team for more details.

### DEVICE MANAGEMENT

Easily manage, configure, deploy and monitor in-car and body cameras in CommandCentral DEMS.

- **Body Cameras** are checked out to a given officer with assignment records showing the history of use for the device.
- **In-Car Video** systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, they are marked as the owner of any evidence created by the device.
- **Rapid Checkout Kiosk** allows users to quickly check out pooled body cameras at the beginning of a shift with an easy-to-use interface.
- **User Preferences** - In-car and Body cameras can be configured to remember preference settings for each user, including alert volume level, haptic notifications, screen and LED brightness and more.
- **Automatic Video Upload**: Videos are automatically uploaded to CommandCentral DEMS and linked based on officer name, or group recordings.
- **Device Dashboard**: See a detailed, easy-to-understand overview of your body cameras and in-car video systems at a glance, including their battery levels, memory levels, last checkout, and location.
- **In-field tagging**: Categorize and review body camera footage while still in the field, via the SmartControl iOS/Android/Windows app.



**Supported devices include:**

- SVX converged Radio Speaker Mic and Body-Worn Camera
- V700 Body Cameras
- M500 In-Car Camera System

**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, and Criminal Justice Information System (CJIS) Security Policy. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST 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.



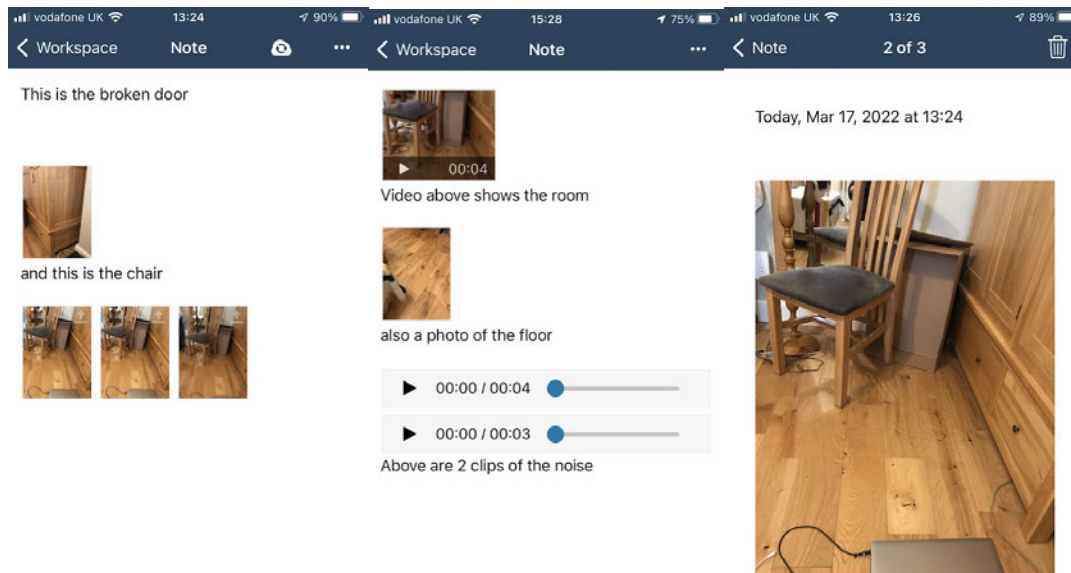
## COMMANDCENTRAL RESPONDER STARTER WITH EVIDENCE SOLUTION DESCRIPTION

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android.

The Responder with Evidence solution (also known as Responder Starter) allows users to capture media, record notes, tag items and link them to cases / incident records. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Using a note, users can capture a group of photos in one go and then tag them or link them all as a group. Responder uploads media automatically once captured, making the process easy for users. Media is removed automatically from a user's device after a customer defined retention period. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their MSI account.

### NOTES AND MEDIA CAPTURE

Responder with Evidence allows a user to create a note and capture media and associated text. Users can use the note either just to group a set of media together (as they capture it) or to add additional explanatory text as they capture details. Users can capture audio, video and photographs in this collection. This means users can attend a scene and immediately capture a collection of media before working out how to tag or link it. Users can view a full size version of a photo and can zoom in to view it at larger scale.

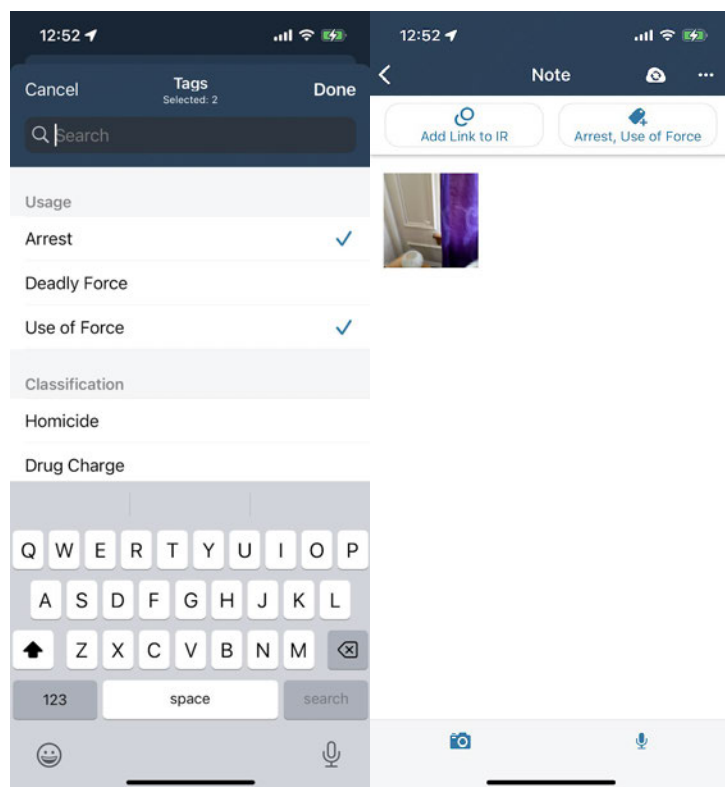


## IMPORTING MEDIA

Users can import media (photos, audio, video and files such as PDFs) from their gallery or file system - allowing them to use media files shared to their device by members of the public. This feature can be enabled or disabled using per agency configuration (if an agency does not want to use this capability they can turn it off).

## TAGGING

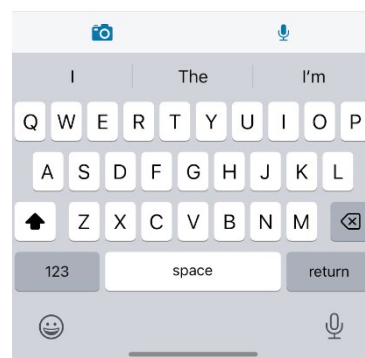
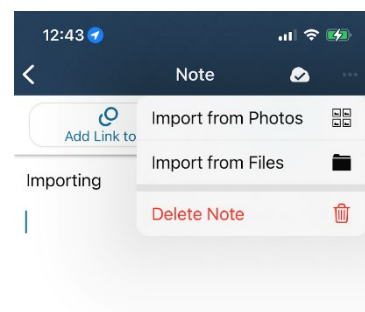
Users can choose to tag a note, which will tag it and all media within it. Tags provided are those configured by the agency and are shown grouped by categories defined by the agency. Selected tags will then show on the note. As with all media, in CommandCentral Evidence, tags are used to manage and set the retention period for media. In addition to manual tags, Responder can be configured to set a default "Responder Media" tag on every media item uploaded by Responder. This allows agencies to set a default tag & retention period for anything captured by Responder.



## LINKING TO RECORDS

Users can link a note to an incident record contained in the CommandCentral Consolidated Records View - to relate the note & media to the incident and ensure they are shown in the Consolidated Records View.

The incident record summary shown in Responder contains key data for the record - Report number, Incident Type, Involved officers & Incident Start & End Date.

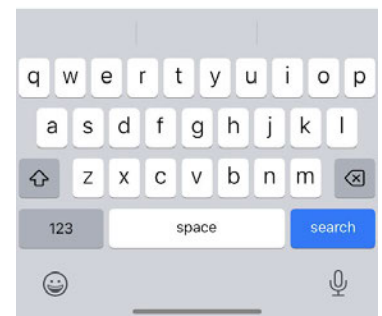
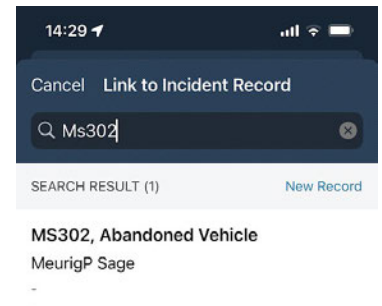


Users can:

- Link to an incident record already on a user's device
  - Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
  - A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)
  - User can create a new incident record (providing summary details above).
  - User will be provided with the Report number separately
  - Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

- Responder with CommandCentral Evidence connected to Flex
  - Flex generates law incidents (typically created from CAD). These law incidents are uploaded to CC Records and user can link to these. Whenever there is a case number to link to there will be a law incident in Flex and this will be pushed to CC Records. As a result, users can't create incident record summaries in Responder, they can link to law incidents created in Flex.
- Responder with CommandCentral Evidence connected to P1 RMS
  - P1 RMS manages case reports in case folders. If there is a case report, then P1 uploads this to CC Records and users can link to it.
  - If there is a case folder in P1 RMS but no case report then users can create an incident record summary in Responder, adding the case number - allowing the user to link media to the case.
- Responder with CommandCentral Evidence standalone (with CommandCentral Records Starter capability)
  - Users can create incident record summaries or link to ones that have already been created.
  - Incident records have to be manually created in Responder (or the CommandCentral Evidence/Records web UI) - they aren't imported from other systems





## TIMELINE

Users can view previous notes in their timeline:

- Update a note later with further information;
- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

The timeline is separated into a To Do and All Items view.

The To do view shows notes that a user has added, that are either less than 24 hours old or that have not yet been linked to an incident record. Users can manually move a note out of the To do view if they don't intend to link it to an incident record. However, typically users are encouraged to capture media and then link it. This provides an easy way for users to see notes they still have to deal with.

The All Items view shows all notes on a user's device so they can find older notes & evidence that they need to refer to.

## SYNCHRONIZING DATA

Notes & media files are automatically uploaded to CommandCentral Evidence - a synch indicator is shown on the note to show data is being uploaded, and an indicator is shown on each media item to show that the media item is being uploaded.

When a user signs out of Responder app, if they have unsent data (notes & evidence) then Responder will alert the user that they have unsent items - allowing them to ensure they are in an area of coverage and wait for sync to complete.

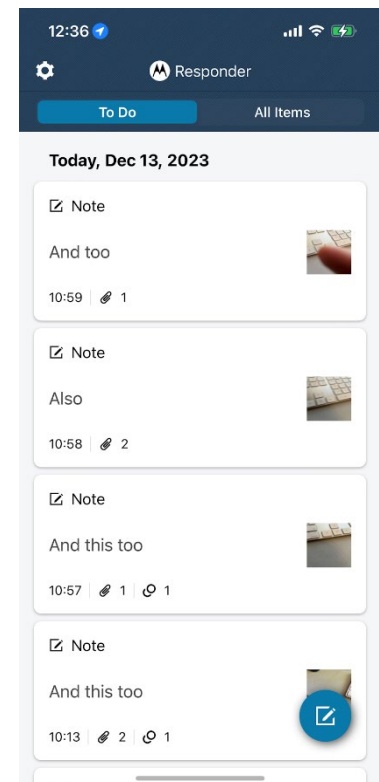
## AUTHENTICATION AND SECURITY

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. All user requests and other user data are protected by Azure Government services.

To access the system, a user authenticates against the CommandCentral Identity Management system. If desired, the identity management system can be setup to federate authentication against a customer identity management system such as Azure AD.

Customers can enable multi-factor authentication.

- If a customer uses CommandCentral Identity Management directly then multi factor authentication can be enabled for any or all users (at customer decision). If enabled then users need to enter a username & password and a second factor which is either a one time passcode sent by email or a one time passcode or authentication approval enabled via a separate app (Ping ID).
- If a customer uses federated authentication then the federated auth system authenticates the user. In this case the customer identity management will implement the multi factor authentication. For instance, Azure AD can enforce multi factor authentication and allows a one time passcode to be provided via email, SMS or via the Azure authenticator app.



In addition, Responder uses a PIN code (or optionally biometric unlock) that is used to allow users to unlock their app after inactivity timeout. Sign in online is required once per shift to access online data.





## MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s), in-car video system(s), and/or interview recording system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. Motorola's certified installer will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

### FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

#### CJIS Security Policy Compliance

Motorola believes our solution is not in scope of the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's design and



features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

### **Personnel Security – Background Screening**

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access to unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJISSECPOL Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

### **Security Awareness Training**

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

### **CJIS Security Addendum**

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### **Third Party Installer**

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

### **COMPLETION CRITERIA**

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



## SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

### Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Discovery validation
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

### Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration
- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).



**Field Engineer (FE)**

The FE will work with the Customer's Project Team on:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

**Professional Services Engineer (if applicable)**

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

**Technical Trainer / Instructor**

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

**Motorola-Certified Installer (if applicable)**

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- Required Training
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- Optional Training
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual
    - Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.



**Customer Support Services Team**

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

**Customer Project Roles and Responsibilities**

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

**Project Manager**

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- 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 meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.



- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### **IT Support**

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

### **Video Management Point of Contact (POC)**

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

### **Subject Matter Experts (SMEs)**

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

### **Training POC**

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

### **General Customer Responsibilities**

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system (if applicable).



- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

## **NETWORK AND HARDWARE REQUIREMENTS**

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.





## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
  - Quoting/ordering documents
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - Data Migration questionnaire if migration is included in the Solution
  - The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies
  - A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

### Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable)
- BPR Workbook





## PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.

## DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPR Workbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.



**Motorola Responsibilities**

- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

**Customer Responsibilities**

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

**Motorola Deliverables**

- Completed BPR Workbook.



## PROJECT EXECUTION

### HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

#### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.

#### Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software workstation(s).
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Cloud Evidence Management System cloud on Customer-provided workstation(s).

#### Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory

### SVX Configuration as a Remote Speaker Microphone (if applicable)

The Smart Dock(s) will be utilized to manage firmware updates on each SVX. In order for this process to be successfully completed, each Smart Dock must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

#### Motorola Responsibilities

- Configure Smart Dock(s) for connectivity to Motorola's Cloud Evidence Management System.



- Verifying the SVX Smart Dock(s) are connected to Motorola's Cloud Evidence Management System through the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Smart Dock(s), and the Customer's network is operational.
- Verify all slots in each Smart Dock are functional.
- Provide documentation on how to pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure Near-Field Communications (NFC).

**Customer Responsibilities**

- Select physical location(s) for Smart Dock(s).
- Provide network information (IP address, gateway, DNS, and subnet mask) to Motorola for each Smart Dock(s).
- Enable Bluetooth, Bluetooth Tones, and Secure NFC Touch Pairing on Motorola APX NEXT and/or APX N70 radio(s).
- Motorola recommends "Power Down Standby Mode (hrs) = 1" to allow the SVX Bluetooth connection to quickly reconnect after power up within the 1-hour timeframe.
- Pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure NFC.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

**SVX Configuration as a Body Camera (if applicable)**

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Smart Dock(s) will be utilized to configure each SVX as a body camera.

**Motorola Responsibilities**

- Configure SVX(s) within Motorola's Cloud Evidence Management System.
- Check out SVX(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased SVX(s).
- Provide a demonstration of client software.

**Customer Responsibilities**

- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.
- The Customer will verify whether the Smart Docks(s) are connected to their network.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for the remainder of purchased SVX(s).

**V700 Body Camera Configuration (if applicable)**

The Transfer Station(s) will be utilized to configure each V700 body camera according to the Business Process Review. In order for this process to be successfully completed, each Transfer Station must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

**Motorola Responsibilities**

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.



- Configure body camera(s) within the digital evidence management system.
- Check out body camera(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased V700(s).
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

**Customer Responsibilities**

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

**In-Car Video System Configuration (if applicable)**

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

The Customer vehicles must be available for the FE to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed.

If the Customer requires the FE to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. The following table shows the number of ICVs an FE is contractually obligated to configure and test based on the number of ICVs purchased.

**Table 1: Number of Contractual ICV Configurations**

| Number of ICV Purchased | Number of ICV to Test |
|-------------------------|-----------------------|
| 1                       | 1                     |
| 2                       | 2                     |
| 3                       | 3                     |
| 4                       | 4                     |
| 5 - 25                  | 5                     |
| 26 - 50                 | 10                    |
| 51 - 75                 | 15                    |
| 76 - 100                | 20                    |
| 101 - 150               | 30                    |



| Number of ICV Purchased | Number of ICV to Test |
|-------------------------|-----------------------|
| 151 - 200               | 40                    |
| 201+                    | 20%                   |

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

**Motorola Responsibilities**

- Setup ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- The FE will verify whether the AP(s) are properly installed and connected to the network for in-car video system WiFi upload (if applicable).
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

**Motorola-Certified Installer Responsibilities (if applicable)**

These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

- Complete the installation of ICV hardware in Customer provided vehicles.
- Complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- Install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Installation of Access Point(s) (APs) if provided by Motorola for in-car video system WiFi upload (if applicable).

**Customer Responsibilities**

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).

**Motorola Deliverables**

- Complete Functional Validation Plan as it applies to the proposed solution.



NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles.

### **M500 Automatic License Plate Recognition (ALPR) Configuration (if applicable)**

This section highlights the responsibilities of Motorola and the Customer when an M500 in-car video system interfaces with the VehicleManager database.

#### **Motorola Responsibilities**

- Create a Customer account in the VehicleManager system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the VehicleManager Quickstart Guide.
- Provide Mobile ALPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

#### **Customer Responsibilities**

- Identify the Agency Manager.
- Register to receive access to Hotlists.

### **Interview Recording System Configuration (if applicable)**

When installation services are included as part of the contract, the Motorola-certified installer will complete the installation of the Interview Recording System(s) within the Customer-provided location(s).

The Customer location(s) must be available for the Motorola Resource and/or contracted third party to complete the configuration and testing of the contractual number of systems. If the Customer does not have all locations available during the agreed upon date and time, the Customer may opt to sign-off on the number of configurations completed. If the Customer requires the Motorola Resource and/or contracted third party to complete the full contractual number of systems at a later date and time, additional cost may be incurred.

#### **Motorola Responsibilities**

- Create configuration USB used to complete hardware configuration and validation.
- Conduct configuration and testing of system(s).
- Complete configuration on a single system, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining configurations.
- Complete remaining contracted system configurations.
- Test a subset of completed hardware configurations.
- When installation services for Motorola-certified installer are in the contract, complete the installation of the Interview Recording System (if applicable).





**Customer Responsibilities**

- When installation services are being provided by the Customer, complete the installation of the Interview Recording System (if applicable).
- Provide Motorola with remote connection and access credentials to complete hardware configuration.
- Notify Motorola of the installation location.
- Coordinate and schedule date and time for hardware configuration(s).
- Make hardware available to Motorola for configuration and testing in accordance with the Project Schedule.

**Motorola Deliverables**

- Complete the Deployment Checklist and testing as it applies to the proposed solution.

**SOFTWARE AND CONFIGURATION****CommandCentral DEMS (if applicable)**

CommandCentral DEMS software is a cloud solution that does not require an onsite server. Section 3.2 does not apply to existing Motorola customers using VideoManager EL Cloud.

**Motorola Responsibilities**

- Use information provided in BPR Workbook to configure CommandCentral DEMS software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral DEMS.
- Ensure training POC can access the system.

**Customer Responsibilities**

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral DEMS provisioning.
- Respond to Motorola's inquiries regarding users, groups, and agency mapping to CommandCentral DEMS.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer's firewall and reaches end-user workstations.

**DATA MIGRATION SERVICES (IF APPLICABLE\*)**

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer's Non-Motorola Digital Evidence Management System to Motorola's cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. \*Data Migration Services may be subject to additional fees.





**Motorola Responsibilities**

- Receive access to Customer video data.
- Perform contracted data migration and validation.

**Customer Responsibilities**

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

**Completion Criteria**

- A migrated dataset as defined in the Contract.

**Motorola On-Premises Evidence Management System (if applicable)**

Motorola supports data migration of digital assets and associated metadata from our on-premises evidence management systems, Evidence Library 4 and VideoManager EL On-Prem (formally known as Evidence Library 5), to Motorola's cloud solution.

**Motorola Responsibilities**

- Verify compatible platform(s) and upgrade if applicable

**Customer Responsibilities**

- Provide internet connectivity from on-premises server to destination resources

**Non-Motorola Evidence Management System (if applicable)**

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.

**Motorola Responsibilities**

- Facilitate the method of obtaining and consuming the data
- Review data in the Motorola systems with the customer

**Customer Responsibilities**

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premises server to destination resources, if applicable.
- Provide API connection to the source, if applicable
- Provide data and metadata information in a readable and consumable format
- Assist with mapping metadata information into Motorola system

**INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)**

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system.



Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

**Motorola Responsibilities**

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

**Customer Responsibilities**

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

#### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

#### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

### ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.



**Motorola Responsibilities**

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

**Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.



## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

### Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



## ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola's Cloud Evidence Management System must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
  - If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for SVX when used as a body camera:
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying their own Access Point for ICV WiFi upload, it must be 5 GHz 802.11n compatible.



**6**

# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

|   |  |
|---|--|
| <b>Submission Date:</b>   | <b>Submitted by:</b> Jennafer Bell   |
| <b>Meeting Date:</b> Weekly   | <b>Department:</b> Auditor   |
| <b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report   |  |
| <b>Title:</b> Weekly Bill Pay   |  |
| <b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business<br><input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution<br><input type="radio"/> Presentation <input type="radio"/> Executive Session |  |
| <b>Agenda Wording:</b> Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.   |  |
| <b>Background:</b>  |  |
| <b>Financial and Operational Impact:</b>  |  |
| <b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   | <b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   |  |
| Return Signed Documents to the following:   |  |
| <b>Name:</b>  | <b>Email:</b>  |
| <b>Name:</b>  | <b>Email:</b>  |
| <b>Name:</b>  | <b>Email:</b>  |
| <b>Name:</b>  | <b>Email:</b>  |

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is 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.

**SUBMIT**

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



SMITH COUNTY TREASURER

VENDOR 000383 DISTRICT CLERK - SMITH CO.

12/30/2025

CHECK# 190000

| FUND & ACCOUNT  | P.O.# | INVOICE | DESCRIPTION | AMOUNT    |
|-----------------|-------|---------|-------------|-----------|
| 10.450.4700.793 |       |         | JURY        | 16,940.00 |
|                 |       |         | TOTAL       | 16,940.00 |

1287494 GENERAL FUND



SMITH COUNTY TREASURER  
BY ORDER OF THE COMMISSIONERS  
COURT OF SMITH COUNTY

SOUTHSIDE BANK  
TYLER TEXAS

JURY

CHECK NO. 190000

| DATE       | AMOUNT      |
|------------|-------------|
| 12/30/2025 | \$16,940.00 |

SIXTEEN THOUSAND NINE HUNDRED FORTY AND 00/100 DOLLARS

PAY TO THE ORDER OF  
DISTRICT CLERK - SMITH CO.  
TYLER TX 75702

VOID AFTER 90 DAYS

*Atonia Rawlings*  
**VOID**  
County Treasurer  
*Karin Smith*  
County Auditor

⑈ 190000 ⑈ ⑆ 111923607 ⑆ ⑈ 1287494 ⑈

7

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

|   |   |
|---|---|
| <b>Submission Date:</b>   | <b>Submitted by:</b> Jennafer Bell  |
| <b>Meeting Date:</b>  | <b>Department:</b> Sheriff Office   |
| <b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report   |   |
| <b>Title:</b> Smith County Jail Update  |   |
| <b>Agenda Category:</b> <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business<br><input type="radio"/> Court Orders <input type="radio"/> Resolution<br><input type="radio"/> Presentation <input type="radio"/> Executive Session |   |
| <b>Agenda Wording:</b> Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.  |   |
| <b>Background:</b> See attached.  |   |
| <b>Financial and Operational Impact:</b> NA   |   |
| <b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   | <b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   |   |
| <b>Return Signed Documents to the following:</b>  |   |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is 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.

**SUBMIT**

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

8

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

|   |   |
|---|---|
| <b>Submission Date:</b> 12/29/2025  | <b>Submitted by:</b> Rachel McCord  |
| <b>Meeting Date:</b> 1/6/2026   | <b>Department:</b> Commissioners Court  |
| <b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report   |   |
| <b>Title:</b> Executive Session   |   |
| <b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business<br><input type="radio"/> Court Orders <input type="radio"/> Resolution<br><input type="radio"/> Presentation <input type="radio"/> Executive Session |   |
| <b>Agenda Wording:</b> SECTION 551.071 CONSULTATION WITH ATTORNEY<br>Receive update and legal briefing regarding Baker & Co. Construction, LLC v. Smith County, Texas, Cause No. 23-0563-B/No. 12-24-00347-CV.  |   |
| <b>Background:</b>  |   |
| <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>  |   |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |
| <b>Name:</b>  | <b>Email:</b>   |

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

**SUBMIT**

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