

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
OCTOBER 21, 2024
6:30 PM
AGENDA**

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, October 21, 2024, at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items:

CALL TO ORDER

- Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

This is an opportunity for citizens to address the convened City Council members of this meeting on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. Any response from a member of the City Council to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future meeting.

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

INTRODUCTION OF NEW EMPLOYEES:

RECOGNITION:

Employee of the Quarter (Q2)

CONSENT AGENDA:

1. Consideration and action to approve minutes from the 09/16/2024 Regular City Council Meeting. (Walls)
2. Consideration and action to approve Ordinance No. 2024-0013, granting to Oncor Electric

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Delivery Company LLC, its successors, and assigns an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways, and public property of the City of Alvarado, Texas. (Suber) (Oncor Franchise Agreement)

3. Consideration and action to approve Ordinance No. 2024-0020, approving Atmos Energy Corp., Mid-Tex division, 2024 rate review mechanism filing. (Suber) (Atmos Cities Steering Committee)
4. Consideration and action to approve a Letter of Engagement with Waters, Vollmering and Associates, L.L.P. to perform the annual audit for fiscal year 2024, and authorizing the Mayor and/or City Manager to execute any documents in connection therewith. (Cox)
5. Consideration and action to approve an Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear (FTA) Program to align with the 88th Legislative Session changes. (Cox)
6. Consideration and action to approve the purchase of fourteen (14) WatchGuard M500 in-car cameras, fourteen (14) WatchGuard body-worn cameras, extend the existing 21 WatchGuard body cameras to the proposed "video-as-a-service" contract, and extend the warranty period. (Moore)
7. Consideration and action to approve the purchase of fifteen (15) budgeted Motorola APX NEXT multiband radios. (Moore)

NEW BUSINESS:

8. Presentation by the Alvarado ISD regarding the Voter-Approved Tax Rate Election (VATRE). (Suber)
9. Presentation on Johnson County Transportation Bond Program by Chris Bosco with Freese and Nichols on behalf of Johnson County. (French)
10. Workshop and discussion on updates to the City's Fee Schedule led by Jason Gray with Willdan. (French)
11. Workshop and discussion, possible action to authorize the City Manager to negotiate and enter into a Professional Planning Services Agreement with LJA to establish a temporary Zoning District. (French)
12. Consideration and action to approve the application of David Lewis with Spry Surveyors on behalf of Alvarado 35/67, LLC for approval of a replat to create Lots 2R1 and 4, Block A of the CVS-Alvarado Addition being 8.04 acres, approximately addressed at 6198 S. IH-35W. (French) (CVS Replat)
13. Consideration and action to award RFQ for Ward Redistricting and Mapping of the City of Alvarado, Texas. (Walls)
14. Public hearing, consideration and action to approve Resolution R2024-0021, adopting guidelines and criteria governing Tax Abatement Agreements pursuant to Chapter 312 of the Texas Tax Code, and providing an effective date. (Cromer) (Tax Abatement Policy)
15. Consideration and action to approve the Street Rehab Project Services Agreement for Janice, Lisa, Lorie, and Chris streets. (Dwiggins)
16. Presentation by Belt Construction regarding Santa Fe Street project. (Dwiggins)

EXECUTIVE SESSION:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters:

1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct

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a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- Any item on the agenda.
- Belt Construction

2.§ 551.072. Deliberation regarding real property. The City Council may convene in Executive Session to discuss or deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Project N. Parkway 2024 A

3.§ 551.087. Deliberation regarding economic development negotiations. The City Council may convene in Executive Session to discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect as described above.

- Millis Transfer Agreement
- Project Ascend

RECONVENE TO REGULAR SESSION:

17. Consideration and any action necessary as a result of items legally discussed in Executive Session.
18. Consideration and action authorizing the City Manager to negotiate with Belt Construction regarding the previously executed contract for construction services and authorizing the City Manager to execute a change order pursuant to said negotiations based on terms discussed in Executive Session. (Dwiggins)
19. Consideration and action to authorize the Economic Development Director and City Manager to negotiate and execute a Project N. Parkway 2024 A agreement based on terms discussed in Executive Session. (Cromer)
20. Consideration and action to approve an agreement with Millis Transfer, LLC, related to property currently located in the City's ETJ and authorize the Economic Development Director and City Manager to negotiate and execute said agreement based on terms discussed in Executive Session. (Cromer)
21. Consideration and action to authorize the Economic Development Director and City Manager to negotiate and execute Project Ascend agreement based on terms discussed in Executive Session. (Cromer)

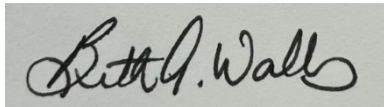
ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: wallsb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on October 18, 2024, at 6:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

A handwritten signature in black ink, reading "Beth A. Walls", is displayed on a light gray rectangular background.

Beth A Walls, TRMC, IPMA-SCP, CPM
City SecretaryHRD

CITY OF ALVARADO
County of Johnson
State of Texas
09/16/2024
City Council Minutes

The City Council of the City of Alvarado met in Regular Called Session on Monday, September 16, 2024 at 6:30 p.m. The following were present for roll call:

Name	Title	Present	Absent	Excused
Jacob Wheat	Mayor	X		
Carrie Keeton	Council Ward 1	X		
Beverly Short	Council Ward 1	X		
Lydia Moon	Mayor Pro-Tem Ward 2	X		
Cherry Bryant	Council Ward 2	X		
Scott Arthur	Council Ward 3	X		
Kevin Thomas	Council Ward 3	X		

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Jessica Hill	Deputy City Secretary
Laura Cox	Chief Financial Officer
Ashley Dierker	City Attorney
Donielle Suber	Director of Administrative Services
Justin French	Community Development Director
Hillary Cromer	Economic Development Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Mike Dwigins	Public Works Director
Mikaela Hall	Communications Manager

Mayor Jacob Wheat called the meeting to order at 6:35 p.m. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

Fernando Rodriguez, John Wood, Duaine Goulding, Chris Hudley, and Brannon Potts – JC CAD nominations

Peter Suendsen – JC CAD high taxification

Jameye Jones – Events

Cheneka Johnson – Community awareness of hospice and additional care available

Don Neilan – Consumer protection when purchasing newly constructed homes

Martha Dean – Monarch Flyaway, potential for early spring events

CONSENT AGENDA:

- 1. CONSIDERATION AND ACTION TO APPROVE MINUTES OF THE 09/09/2024 SPECIAL CITY COUNCIL MEETING.**
- 3. CONSIDERATION AND ACTION TO APPROVE AN ANNUAL RENEWAL OF EMERGENCY SERVICES DISTRICT #1 CONTRACT BETWEEN ESD #1 AND THE CITY OF ALVARADO, TEXAS, FOR 2024-25.**
- 4. CONSIDERATION AND ACTION TO APPROVE THE 2024-25 INTERLOCAL COOPERATION AGREEMENT FOR DISPATCHING SERVICES BETWEEN THE CITY OF ALVARADO POLICE DEPARTMENT AND JOHNSON COUNTY, TEXAS.**
- 5. CONSIDERATION AND ACTION TO APPROVE THE 2024-25 INTERLOCAL COOPERATION AGREEMENT FOR DISPATCHING SERVICES BETWEEN THE CITY OF ALVARADO MARSHAL AND JOHNSON COUNTY, TEXAS.**
- 6. CONSIDERATION AND ACTION TO APPROVE THE 2024-25 INTERLOCAL COOPERATION AGREEMENT FOR HOUSING OF CLASS C MISDEMEANOR PRISONERS BETWEEN THE CITY OF ALVARADO, TEXAS, AND JOHNSON COUNTY, TEXAS.**
- 7. CONSIDERATION AND ACTION TO APPROVE AN AMENDMENT TO THE COMMUNICATIONS SYSTEM AGREEMENT, EFFECTIVE OCTOBER 1, 2024, BETWEEN JOHNSON COUNTY, TEXAS, AND THE CITY OF ALVARADO, TEXAS.**

Lydia Moon pulled item # 2 from the Consent Agenda and moved it to New Business.

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve agenda items # 1 and 3-7 on the Consent Agenda.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

NEW BUSINESS:

- 2. CONSIDERATION AND ACTION TO APPROVE ORDINANCE NO. 2024-0017 AND APPOINT CITY MARSHAL.**

Motion was made by Lydia Moon and seconded by Beverly Short to approve Ordinance No. 2024-0017.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

- 8. CONSIDERATION AND POSSIBLE ACTION REGARDING EVENTS AND FUNDING FOR JULY 4TH, 2025.**

Jerry Banks with Whistlejacket Farms presented. \$50,000.00 total cost to the city.

Motion was made by Cherry Bryant and seconded by Kevin Thomas to authorize the City Manager to enter into an agreement with Whistlejacket Farms.

This motion supported 4 votes in approval and 2 votes opposed. Motion carried.

9. PUBLIC HEARING, CONSIDERATION AND ACTION TO APPROVE ORDINANCE NO. 2024-0018, AMENDING ZONING LANGUAGE PERTAINING TO BUILDING MATERIALS AND HARDWARE STORES IN THE CENTRAL BUSINESS DISTRICT.

MAYOR JACOB WHEAT OPENED THE PUBLIC HEARING AT 7:11 P.M. AND CLOSED THE PUBLIC HEARING AT 7:30 P.M.

On September 12, 2024, the Planning and Zoning Commission recommended approval of the drafted Ordinance 2024-0018, changing the requirement that all outside display and storage be on a paved concrete surface to at least 50% of all outside display and storage being on a paved concrete surface.

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve Ordinance No. 2024-0018, amending zoning language pertaining to building materials and hardware stores in the central business district.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

10. CONSIDERATION AND ACTION TO APPROVE ORDINANCE NO. 2024-0015, ADOPTING THE PROPOSED BUDGET FOR FISCAL YEAR 2024-2025 BEGINNING ON OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR THE CITY OF ALVARADO, TEXAS.

A public hearing was held on Monday, September 9, 2024, to allow the governing body to communicate with interested persons regarding the proposed budget before adoption. Notice of this public hearing was announced at the August 19, 2024, City Council meeting. Additionally, it was published in the Cleburne Times-Review on August 27, 2024, and posted on the City's website.

	Aye	Nay	Abstention
Jacob Wheat, Mayor			X
Carrie Keeton, Council Member, Place 1, Ward 1	X		
Lydia Moon, Council Member, Place 2, Ward 2	X		
Kevin Thomas, Council Member, Place 3, Ward 3	X		
Beverly Short, Council Member, Place 4, Ward 1	X		
Cherry Bryant, Council Member, Place 5, Ward 2	X		
Scott Arthur, Council Member, Place 6, Ward 3	X		

Motion was made by Lydia Moon and seconded by Beverly Short to approve Ordinance No. 2024-0015, adopting the proposed budget for fiscal year 2024-2025 beginning on October 1, 2024, and ending September 30, 2025, for the city of Alvarado, Texas.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

11. PUBLIC HEARING, CONSIDERATION AND ACTION TO APPROVE ORDINANCE NO. 2024-0016, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, AT THE RATE OF \$0.782572 PER ONE HUNDRED DOLLARS (\$100.00) AND DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR A DATE ON WHICH SUCH TAXES BECOME DUE AND DELINQUENT TOGETHER WITH PENALTIES AND INTEREST THEREON; PROVIDING FOR A PLACE OF PAYMENT; PROVIDING FOR APPROVAL OF THE TAX ROLLS PRESENTED TO THE CITY COUNCIL.

MAYOR JACOB WHEAT OPENED THE PUBLIC HEARING AT 8:30 P.M. AND CLOSED THE PUBLIC HEARING AT 8:31 P.M.

This ordinance sets the Fiscal Year 2024-2025 tax rate at \$0.782572 per \$100 of assessed valuation and is \$0.029323 less than the current rate of \$0.811895. On August 19, 2024, the City Council set the date for the public hearing on the proposed tax rate and scheduled the vote to adopt the proposed tax rate for September 16, 2024, at 6:30 p.m. in Council Chambers located at 104 W. College Avenue, Alvarado, Texas. Notice of this public hearing was published in the Cleburne Times-Review on August 27, 2024, and a link to the notice is posted on the City's homepage.

	Aye		Nay		Abstention
Jacob Wheat, Mayor					X
Carrie Keeton, Council Member, Place 1, Ward 1	X				
Lydia Moon, Council Member, Place 2, Ward 2	X				
Kevin Thomas, Council Member, Place 3, Ward 3	X				
Beverly Short, Council Member, Place 4, Ward 1	X				
Cherry Bryant, Council Member, Place 5, Ward 2	X				
Scott Arthur, Council Member, Place 6, Ward 3	X				

Motion was made by Lydia Moon and seconded by Kevin Thomas that they City adopt the following rates for Fiscal Year 2024-2025 - \$0.636018 for Maintenance and Operations, \$0.146554 for Debt Service for a total tax rate of \$0.782572, which is less than the voter-approved rate and equal to the non-new revenue rate.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

12. CONSIDERATION AND ACTION TO RATIFY A PROPERTY TAX INCREASE REFLECTED IN THE CITY OF ALVARADO BUDGET APPROVED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 102.007.

This budget will raise more total property taxes than last year's budget by \$555,891, which is a 10.7 percent increase from last year's budget, and of that amount, \$595,217 is tax revenue to be raised from new property added to the tax roll this year. The Notice of Public Hearing Regarding the Proposed 2024-2025 Fiscal Year Budget with the statement required by Local Government Code, Section 102.0065(a) was published in the Cleburne Times-Review on August 27, 2024, and is posted on the City's website. Additionally, the 2024 Notice of Public Hearing on Tax Increase was published in the Cleburne Times-Review on August 27, 2024 and is posted on the City's website.

An ad valorem tax rate of \$0.782572 (M&O: \$0.636018; I&S \$0.146554) will generate \$4,669,422 (at a 100% collection rate) for M&O and \$1,075,948 for I&S.

Motion was made by Lydia Moon and seconded by Beverly Short to ratify a property tax increase reflected in the City of Alvarado budget approved for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

13. CONSIDERATION AND ACTION TO SELECT A BOARD DIRECTOR FOR TEXAS MUNICIPAL LEAGUE, REGION 8.

Motion was made by Lydia Moon and seconded by Kevin Thomas to select Jon McKenzie for Board Director for Texas Municipal League, Region 8.

This motion supported 5 votes in approval and 1 vote opposed. Motion carried.

14. CONSIDERATION AND ACTION TO SELECT PLACES 11-14 FOR THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL BOARD OF TRUSTEES ELECTION.

Motion was made by Carrie Keeton and seconded by Beverly Short to select Randy Criswell for Place 11, Allison Heyward for Place 12, Harlan Jefferson for Place 13, and Mike Land for Place 14 for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

15. CONSIDERATION AND ACTION TO APPROVE RESOLUTION NO. R2024-0020, AFFIRMING THE NOMINATION(S) FOR CANDIDATE(S) FOR THE BOARD OF DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY, TEXAS FOR THE 2025-26 TERM.

Motion was made by Lydia Moon and seconded by Scott Arthur to approve Resolution No. R2024-0020, affirming Duaine Goulding, Amy Lingo, John Wood, Brannon Potts, and James Cockrell for candidates for the Board of Directors for the Central Appraisal District of Johnson County, Texas for the 2025-26 term.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

MAYOR WHEAT DECLARED COUNCIL TO BE IN EXECUTIVE SESSION AT 8:32 P.M. AND RECONVENED TO REGULAR SESSION AT 8:55 P.M.

16. CONSIDERATION AND ANY ACTION NECESSARY AS A RESULT OF ITEMS LEGALLY DISCUSSED IN EXECUTIVE SESSION.

No action taken.

17. CONSIDERATION AND ACTION TO AUTHORIZE THE ECONOMIC DEVELOPMENT DIRECTOR TO EXECUTE AN AGREEMENT BETWEEN THE ALVARADO EDC AND LAMBERT & GREEN, LLC, BASED ON THE TERMS DISCUSSED IN EXECUTIVE SESSION. (CROMER)

Motion was made by Lydia Moon and seconded by Carrie Keeton to authorize the Economic Development Director to execute an agreement between the Alvarado EDC and Lambert & Green, LLC, based on the terms discussed in Executive Session.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

COUNCIL COMMENTS

09/19/2024 North Texas Giving Day

09/28/2024 New Life Ministries Car Show from 10 a.m.–2 p.m.

JC Transportation Bond

There being no further business, Mayor Wheat adjourned the meeting at 8:57 P.M.

Passed and approved this the 21st day of October, 2024.

Jacob Wheat, Mayor

Respectfully Submitted,

Beth A. Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Donielle Suber, Administrative Services Director

Phone: 817-790-3351, ext. 116

AGENDA ITEM:

Consideration and action to approve Ordinance No. 2024-0013, granting to Oncor Electric Delivery Company LLC, its successors, and assigns an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways, and public property of the City of Alvarado, Texas.

BACKGROUND & FINDINGS:

The proposed municipal franchise agreement between the City of Alvarado and Oncor Electric Delivery Company LLC (Oncor) allows Oncor to operate within the city's public rights-of-way for electricity transmission and delivery to Alvarado consumers. Beneficial to both parties, the agreement establishes conditions under which Oncor will operate its system of electric power lines and other structures, equipment, and facilities in the City. This agreement is set for a term of 20 years, expiring on September 30, 2044, and it includes provisions for facility relocation, renegotiation if Oncor secures better terms with other municipalities, and construction within the city's rights-of-way.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2024-0013, granting to Oncor Electric Delivery Company LLC and its successors, and assigns an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways, and public property of the City of Alvarado, Texas.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ORDINANCE NO. 2024-0013

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS, AND ASSIGNS AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF ALVARADO, TEXAS, TO CONSTRUCT, MAINTAIN, AND OPERATE ELECTRIC POWER LINES AND FACILITIES; PROVIDING FOR COMPENSATION THEREFOR; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS; PROVIDING A SEVERABILITY CLAUSE; AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

WHEREAS, the City of Alvarado, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City and Oncor Electric Delivery Company LLC ("Company") previously entered a franchise agreement, which expired in 2023; and

Whereas, the parties desire to enter into this Franchise agreement ("Franchise or Ordinance") for the provision of electric services within the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, THAT:

SECTION 1. GRANT OF AUTHORITY:

A. There is hereby granted to Company the right, privilege, and franchise to construct, extend, maintain, and operate in, along, under and across the present and future streets, alleys, highways, and easements held by the City to which the City holds the property rights with regard to use for utilities, public ways and other public property ("Public Rights-of-Way" or "Rights-of-Way") of the City electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for Company's own use herein called "Facilities" or "System") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms, and corporations beyond the corporate limits thereof, for the term set out in Section 10 herein.

B. The provisions set forth in this Ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within the Public Rights-of-Way of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of the City's Charter or present or future ordinances of the City, except as may be expressly set out herein. Company also retains all of its lawful authority and rights under the Public Utility Regulatory Act ("PURA") and any other applicable federal, state, and local laws, rules, and regulations. Not included in this Franchise are any Facilities, including any equipment attached in any way to Company's Facilities, whether owned by the Company or not, that provide data delivery, cable service, telephone service, or any other service or product not required by Company

for, or necessary for the support of, the transmittal and delivery of electricity.

C. This Franchise does not grant to the Company the right, privilege, or authority to engage in any other activities within the City other than as specified in this Franchise.

SECTION 2. USE OF PUBLIC RIGHTS-OF-WAY

A. Poles, towers, and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys, and highways.

B. Company shall obtain a permit from the City for all excavations of the Public Rights-of-Way (if required by City ordinance), except in cases of (i) emergency conditions; (ii) routine maintenance and repair of Facilities that do not involve any of the following: (a) cutting or breaking of pavement; (b) closure of traffic lane for longer than 24 hours; (c) boring; or (d) excavation greater than 100 cubic feet; (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way; (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole; or (v) installation of aerial lines on less than eleven (11) existing poles or installation of aerial lines on less than eleven (11) new poles. Company shall construct its Facilities in conformance with the applicable provisions of the National Electrical Safety Code.

C. City shall have the ability at any time to require Company to repair, remove, or abate any distribution pole, wire, cable, or other distribution structure that is determined to be unnecessarily dangerous to life or property. After receipt of notice, Company shall either cure said dangerous condition within a reasonable time, or provide City with facts or arguments in refuting or defending its position that said condition is not a condition that is unnecessarily dangerous to life or property. Either party may request review of the matter by any court or regulatory agency having jurisdiction.

D. Company's property and operations within the Public Rights-of-Way of the City shall be subject to such reasonable laws, rules, and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under PURA, or other state or federal laws, rules, or regulations. Nothing herein shall be deemed a waiver, release, or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party.

E. The location of Company's Facilities in the Public Rights-of-Way shall be subject to approval by the City Manager or the City Manager's designated representative (the "Manager") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through the City's permitting process (if required by City Ordinance). In the event of a conflict between the location of the proposed Facilities of Company and the locations of the facilities of City or other authorized Public Rights-of-Way users that exist, the Manager shall resolve the conflict and determine the location of the respective Facilities within the City's Public Rights-of-Way, subject to Company's right to request review of the matter by any court or regulatory agency having jurisdiction. To avoid a Facilities location conflict, the Manager will designate a reasonable alternate location within the City's Public Rights-of-Way for Company's Facilities if a reasonable alternate location exists. In determining the location of Company's Facilities within the City, Company shall not interfere with then existing or planned (assuming City notifies Company in writing of the planned structures, equipment, and facilities prior to Company installing its facilities in the applicable area) above-ground and underground structures, equipment and facilities of the City, other utility franchisees (which have received a franchise from the City), and other persons (whether a natural person or business entity of any kind) who have received the City's consent to place and locate equipment or facilities within the Public Rights-of-Way.

F. At the Company's expense, the Company shall restore all work within the City Public Rights-of-Way, to a condition equally as good as it was immediately prior to being disturbed by Company's construction, excavation, repair, or removal or to a condition agreed upon by City and Company. If City or Company believe that there are extenuating circumstances that do not allow for restoration of all work within the City Rights-of-Way to a condition equally as good as it was immediately prior to being disturbed by Company, City and Company will negotiate an alternative restoration plan (in writing) to remedy the situation. Absent an agreement to an alternative restoration plan, either party has a right to request review of the matter by any court or regulatory agency having jurisdiction.

G. Company shall provide complete information regarding the location of current and future overhead and underground wires and poles within the Public Rights-of-Way of the City. Reproducible copies of available maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the City Manager at no expense to the City.

SECTION 3. RELOCATION AND ABANDONMENT

The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, and other pipe lines, cables, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines (or in the case of utility line owned by Company, to require that change by Company), storm sewers, drainage basins, drainage ditches, and the like. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate Facilities and shall specify a new location for such Facilities along the Public Rights-of-Way. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights -of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code. Upon reasonable request by the City, Company shall provide information to the City and discuss Company's performance of its obligations and responsibilities under this Franchise. City-requested relocations of Company Facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of the City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground Facilities to an underground location, City shall be fully responsible for the additional cost of placing the facilities underground.

If any other corporation or person (other than City) requests Company to relocate Company Facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense that will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation that has already been requested, and paid for, by any entity other than City.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the

removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4. INDEMNIFICATION

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's Facilities in the City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage, death or injury is attributable to the negligent, or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, death, or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in Section 4.B and 4.C herein.

SECTION 5. LIABILITY INSURANCE

Throughout the term of this Franchise, Company shall, at its sole cost and expense, obtain; maintain, or cause to be maintained; and provide insurance in the amounts, types, and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for the warranty period;
- (2) Personal and advertising injury;
- (3) Contractual liability; and
- (4) Explosion, collapse, or underground (XCU) hazards.

B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.

C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.

D. Company must name the City, which includes all authorities, commissions, divisions, and departments, as well as all employees and elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.

E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident; five hundred thousand dollars (\$500,000) each employee bodily injury by disease; and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within thirty (30) days of the effective date of the Franchise, as defined by Section 10 herein, and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVITY This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 7. CONSIDERATION In consideration of the grant of said right, privilege, and franchise by the City and as full payment for the right, privilege, and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character that the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes that the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

A final quarterly payment was made on or before July 1, 2024 for the basis period of January 1, 2024 through March 31, 2024 and the privilege period of April 1, 2025 through June 30, 2025 in accordance with the provisions in the previous franchise.

As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.003096 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003251 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003096 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Company shall make quarterly payments as follows:

Date	Payment Due	Basis Period	Privilege Period (Following Pmt)
October 1		Apr. 1 - Jun. 30	Jul. 1 - Sept. 30
January 1		Jul.1 - Sept. 30	Oct.1 - Dec. 31
April 1		Oct. 1 - Dec. 31	Jan. 1 – Mar. 31
July 1		Jan. 1 - Mar. 31	Apr. 1 - Jun. 30

The first payment hereunder shall be due and payable on or before October 1, 2024 and will cover the basis period of April 1, 2024 through June 30, 2024 and the privilege period of July 1, 2025 through September 30, 2025. If this Franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this Franchise. The final payment under this franchise is due on or before October 1, 2043 and covers the basis period of April 1, 2043 through June 30, 2043 and the privilege period of July 1, 2044 through September 30, 2044; and

After the final payment date of October 1, 2043, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.

A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in Oncor's Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.

The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 7C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2025 and will be based on the calendar year January 1 through December 31, 2024. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2045 and will be based on the calendar months of January 1, 2044 through September 30, 2044.

Company may file a Tariff or Tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.

City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff that provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.

City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.

In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual written agreement between City and Company and City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to City through error or otherwise will, at the sole option of City, either be refunded to Company by City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by either party of any claim of breach of this Franchise Agreement, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under law or equity.

Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003, as amended for the time period involved.

SECTION 8. FAVORED NATIONS.

This Section applies only if, after the effective date of this Franchise, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement. In the event of an occurrence as described in this Section, City shall have the option to:

A. Have Company select, within thirty (30) days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and

B. Modify this Franchise to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Subsection 8.A. In no event shall City be able to modify this Franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this Franchise also being modified to include all of the other provisions identified by Company pursuant to Subsection 8.A.

C. City may not exercise the option provided in this Section if any of the provisions that would be included in this Franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this Section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the

Franchise made pursuant to this Section, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under this Section.

D. Notwithstanding any other provision of this Franchise, should the City exercise the option provided in this Section, and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this Franchise pursuant to this Section, then Company shall have the right to cancel all of the modifications to this Franchise made pursuant to this Section and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the Franchise shall revert to those in place prior to the City's exercise of its option under this Section. The provisions of this Section apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of this Section do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

SECTION 9. ACCOUNTING MATTERS.

A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed herein.

C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.

1. If as the result of any City audit Company is refunded/credited for an overpayment or pays the City for an underpayment of the Franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Section 7.

2. If as a result of a subsequent audit, initiated within two years of an audit that resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 12.C.

D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. If the Company provides confidential or proprietary information to the City, the Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.

SECTION 10. TERM This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof by City. The right, privilege, and franchise granted hereby shall expire on September 30, 2044; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 11. REPEAL This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 12. DEFAULT, REMEDIES, AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's material breach or material violation of any material terms, covenants, representations, or warranties contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default that can be cured by the immediate payment of money to City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.

2. Upon the occurrence of an Event of Default by Company that cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.

3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.C below.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 12.B., which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
3. The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within the City.
4. The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure.

However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance.

E. Termination. In accordance with the provisions of Section 12.C., this Franchise may be terminated upon thirty (30) business days prior written notice to Company by City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

SECTION 13. NOTICE.

A. Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY:
City Manager
City of Alvarado
104 West College Street
Alvarado, Texas 76009

COMPANY:
Municipal Relations
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 6th Floor
Dallas, TX 75202-1234

SECTION 14. SEVERABILITY The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 15. TRANSFER AND ASSIGNMENT. The rights granted by this Franchise inure to the benefit of the Company and any parent, subsidiary, affiliate, or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations, or Public Utility

Commission of Texas action, in which case such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give the City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 16. ACCEPTANCE In order to accept this Franchise and evidence its consent to be bound by the terms contained herein, Company must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City.

SECTION 17. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of Alvarado, Texas, on this the 21st day of October, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

STATE OF TEXAS §
COUNTY OF JOHNSON §
CITY OF ALVARADO §



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Donielle Suber, Administrative Services Director

Phone: 817-790-3351, ext. 116

AGENDA ITEM:

Consideration and action to approve Ordinance No. 2024-0020, approving Atmos Energy Corp., Mid-Tex Division, 2024 rate review mechanism filing.

BACKGROUND & FINDINGS:

The City of Alvarado, along with 181 other Mid-Texas cities, is served by the Atmos Energy Corporation, Mid-Tex Division (Atmos), and is also a member of the Atmos Cities Steering Committee (ACSC). In 2007, ACSC and Atmos reached a settlement on rate applications under the Texas Utilities Code, establishing a Rate Review Mechanism (RRM) to replace the Gas Reliability Infrastructure Program (GRIP) for future rate adjustments.

On April 1, 2024, Atmos filed a rate request seeking \$196.8 million in additional revenues based on cost-of-service. After adjustments and review, the ACSC consultants proposed a lower deficiency of \$149.6 million, which led to a settlement of \$164.7 million by both ACSC and Atmos. This settlement includes a reduction of \$32.1 million from the original request and covers ACSC's expenses.

The new rates will generate \$164.7 million in additional revenue, with average residential rates increasing by \$5.52 (6.84%) and average commercial rates increasing by \$13.39 (3.44%).

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2024-0020, Atmos Energy Corporation, Mid-Tex Division, 2024 rate review mechanism filing.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ORDINANCE NO. 2024-0020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Alvarado, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024 Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS:

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2024 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 21st DAY OF OCTOBER, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

APPROVED AS TO FORM:

City Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.95 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 23.00 per month
Commodity Charge – All <u>Ccf</u>	\$0.58974 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 81.75 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 81.75 per month
Commodity Charge – All Ccf	\$ 0.19033 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.52	0.1526	88.98	0.7485
Austin	8.87	0.1343	213.30	0.9142
Dallas	12.38	0.2024	185.59	1.0974
Waco	8.71	0.1219	130.62	0.7190
Wichita Falls	10.20	0.1394	117.78	0.6435

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2024 Willis Towers Watson Report as adjusted	\$ 1,402,365	\$ (1,146,665)	\$ 2,186,549	\$ (4,070,086)	\$ 278,107	
2	Allocation Factor	45.93%	45.93%	82.00%	82.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	\$ (1,148,903)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	81.70%	81.70%	38.85%	38.85%	11.24%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 526,315		\$ 696,536			\$ 1,222,851
11	Total Post-Employment Benefit Plan		\$ (430,349)		\$ (1,296,547)		(1,726,896)
12	Total Supplemental Executive Benefit Plan					\$ 31,256	31,256
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 526,315	\$ (430,349)	\$ 696,536	\$ (1,296,547)	\$ 31,256	\$ (472,789)

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	<u>Rate R @ 42.8 Ccf</u>				
2	Customer charge	\$ 22.25			
3	Consumption charge 42.8 CCF X \$ 0.48567 =	20.79			
4	Rider GCR Part A 42.8 CCF X \$ 0.27958 =	11.97			
5	Rider GCR Part B 42.8 CCF X \$ 0.47494 =	20.33			
6	Subtotal	\$ 75.34			
7	Rider FF & Rider TAX \$ 75.34 X 0.07196 =	5.42			
8	Total	<u>\$ 80.76</u>			
9					
10	Customer charge		\$ 22.95		
11	Consumption charge 42.8 CCF X \$ 0.58974 =		25.24		
12	Rider GCR Part A 42.8 CCF X \$ 0.27958 =		11.97		
13	Rider GCR Part B 42.8 CCF X \$ 0.47494 =		20.33		
14	Subtotal		\$ 80.49		
15	Rider FF & Rider TAX \$ 80.49 X 0.07196 =		5.79		
16	Total		<u>\$ 86.28</u>	\$ 5.52	6.84%
17					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	<u>Rate C @ 363.6 Ccf</u>				
19	Customer charge	\$ 72.00			
20	Consumption charge 363.6 CCF X \$ 0.18280 =	66.47			
21	Rider GCR Part A 363.6 CCF X \$ 0.27958 =	101.67			
22	Rider GCR Part B 363.6 CCF X \$ 0.33806 =	122.93			
23	Subtotal	\$ 363.07			
24	Rider FF & Rider TAX \$ 363.07 X 0.07196 =	26.13			
25	Total	<u>\$ 389.20</u>			
26					
27	Customer charge		\$ 81.75		
28	Consumption charge 363.6 CCF X \$ 0.19033 =		69.21		
29	Rider GCR Part A 363.6 CCF X \$ 0.27958 =		101.67		
30	Rider GCR Part B 363.6 CCF X \$ 0.33806 =		122.93		
31	Subtotal		\$ 375.56		
32	Rider FF & Rider TAX \$ 375.56 X 0.07196 =		27.03		
33	Total		<u>\$ 402.59</u>	\$ 13.39	3.44%
34					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
35	<u>Rate I @ 1335 MMBTU</u>				
36	Customer charge	\$ 1,382.00			
37	Consumption charge 1,335 MMBTU X \$ 0.7484 =	998.94			
38	Consumption charge 0 MMBTU X \$ 0.5963 =	-			
39	Consumption charge 0 MMBTU X \$ 0.2693 =	-			
40	Rider GCR Part A 1,335 MMBTU X \$ 2.7303 =	3,644.33			
41	Rider GCR Part B 1,335 MMBTU X \$ 0.7337 =	979.37			
42	Subtotal	\$ 7,004.64			
43	Rider FF & Rider TAX \$ 7,004.64 X 0.07196 =	504.08			
44	Total	<u>\$ 7,508.72</u>			
45					
46	Customer charge		\$ 1,587.75		
47	Consumption charge 1,335 MMBTU X \$ 0.6553 =		874.67		
48	Consumption charge 0 MMBTU X \$ 0.4799 =		-		
49	Consumption charge 0 MMBTU X \$ 0.1029 =		-		
50	Rider GCR Part A 1,335 MMBTU X \$ 2.7303 =		3,644.33		
51	Rider GCR Part B 1,335 MMBTU X \$ 0.7337 =		979.37		
52	Subtotal		\$ 7,086.12		
53	Rider FF & Rider TAX \$ 7,086.12 X 0.07196 =		509.94		
54	Total		<u>\$ 7,596.06</u>	\$ 87.34	1.16%
55					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
56	Rate T @ 4645 MMBTU				
57	Customer charge	\$ 1,382.00			
58	Consumption charge 1,500 MMBTU X \$ 0.5684 =	852.60			
59	Consumption charge 3,145 MMBTU X \$ 0.4163 =	1,309.08			
60	Consumption charge 0 MMBTU X \$ 0.0893 =	-			
61	Rider GCR Part B 4,645 MMBTU X \$ 0.7337 =	3,407.90			
62	Subtotal	\$ 6,951.58			
63	Rider FF & Rider TAX \$ 6,951.58 X 0.07196 =	500.26			
64	Total	<u>\$ 7,451.84</u>			
65					
66	Customer charge		\$ 1,587.75		
67	Consumption charge 1,500 MMBTU X \$ 0.6553 =		982.95		
68	Consumption charge 3,145 MMBTU X \$ 0.4799 =		1,509.08		
69	Consumption charge 0 MMBTU X \$ 0.1029 =		-		
70	Rider GCR Part B 4,645 MMBTU X \$ 0.7337 =		3,407.90		
71	Subtotal		\$ 7,487.68		
72	Rider FF & Rider TAX \$ 7,487.68 X 0.07196 =		538.84		
73	Total		<u>\$ 8,026.52</u>	<u>\$ 574.68</u>	<u>7.71%</u>



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Laura Cox, CFO

AGENDA ITEM:

Consideration and action to approve a letter of engagement with Waters, Vollmering and Associates, L.L.P. to perform the annual audit for fiscal year 2024, and authorizing the Mayor and/or City Manager to execute any documents in connection therewith.

BACKGROUND & FINDINGS:

An engagement letter will be executed with the firm for the audit.

FINANCIAL IMPACT:

Funds for this expenditure are included in the fiscal year 2025 budget.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Letter of engagement with Waters, Vollmering & Associates, L.L.P.



October 17, 2024

Honorable Mayor and City Council
City of Alvarado, Texas
104 W. College
Alvarado, TX 76009

We are pleased to confirm our understanding of the services we are to provide the City of Alvarado, Texas for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Alvarado, Texas as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Alvarado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Alvarado's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget to Actual – General Fund
- 3) Schedule of Changes in Net Pension Liability and Related Ratios

- 4) Schedule of Contributions
- 5) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Alvarado's financial statements. We will subject the following information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining Balance Sheet – Other Governmental Funds
- 2) Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Other Governmental Funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatements, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of law, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall

presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Controls

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting

errors or fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional, omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Alvarado's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes, required supplementary information and other supplementary information of the City of Alvarado in conformity with accounting principles generally accepted in the United States of America based on information provided by you. U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, required supplementary information and other supplementary information and that you have reviewed and approved the financial statements and related notes, required supplementary information and other supplementary information prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior

management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the end of the conclusion of the our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws,

regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Alvarado; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Waters, Vollmering & Associates, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to GAO or its designee, a federal agency

providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Waters, Vollmering & Associates, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by GAO. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in October 2024. Gil Vollmering is the engagement partner and is responsible for supervising the engagement and signing the report of authorizing another individual to sign it.

Our base fee for these services will be at our standard hourly rates plus out of pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$42,000. As we have discussed an additional charge of \$1,500 – \$2,000 will be added per new fund to cover the cost of additional work that we expect will be performed. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. You may engage us to assist your staff in preparing accounting entries outside the scope of the audit. These accounting services performed outside of the audit will be billed at our standard hourly rates and will be billed separately. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Your cooperation is measured by your timely response to our requests and communication. Timely response is 10 days from the date of request or communication. Lack of cooperation by the entity personnel could render our fee estimate void and convert this understanding to our standard rates of the actual hours committed to performing the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Notwithstanding anything to the contrary herein, the City may terminate our employment at any time by notifying us in writing. Upon termination of our representation, you will be obligated to pay us for all services rendered and expenses incurred as of the date of receipt of the letter of termination.

Reporting

We will issue a written report upon completion of our audit of The City of Alvarado, Texas' financial statements. Our report will be addressed to those charged with governance of The City of Alvarado, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement. Timely notice will be provided to the City as soon as practicable if we anticipate withdrawal from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that The City of Alvarado, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Alvarado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

A handwritten signature in dark ink that reads "Waters Vollmering & Associates, LLP". The signature is written in a cursive, flowing style.

Waters, Vollmering & Associates, LLP

This letter correctly sets forth the understanding of the City of Alvarado, Texas.

Management signature:: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Laura E. Cox, CFO

Monica Parsons, Municipal Court Administrator

AGENDA ITEM:

Consideration and action to approve an Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear (FTA) Program to align with the 88th Legislative Session changes.

BACKGROUND & FINDINGS:

The Texas Department of Safety (DPS) Failure to Appear program allows the Courts in Texas to submit monthly reports to DPS listing defendants who fail to appear for set court dates, pay fines ordered by the Court or satisfy a judgment as required by law. Based on the reported information, DPS can deny renewal of the driver's license of persons who fail to appear in Court for a citation or fails to pay fines ordered by the Court. This tool is effective in ensuring compliance of outstanding citations with the Municipal Court. This service is provided by DPS and is paid for through the OmniBase Reimbursement Fee assessed on citations for Failure to Appear or Failure to Pay and is at no cost to the City.

Due to changes occurring in the 88th Legislative Session, DPS revised the contract to include those changes. The City needs to sign this new contract to continue participating in the FTA program.

FINANCIAL IMPACT:

This service is provided by DPS and is paid for through the OmniBase Reimbursement Fee assessed on citations for Failure to Appear or Failure to Pay and is at no cost to the City.

RECOMMENDATION:

Staff recommends approval of this item.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Texas Department of Public Safety letter re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program
2. Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



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DEPUTY DIRECTORS



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STEVE H. STODGHILL
DALE WAINWRIGHT

CITY OF ALVARADO; MUNICIPAL COURT
104 W COLLEGE ST
ALVARADO, TX 76009

August 1, 2024

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 60 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, or if you are unable to meet this deadline, please contact us immediately by sending an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

Interlocal Cooperation Contract Failure to Appear Program

State of Texas

County of Johnson

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the [City or County] of City of Alvarado, Texas (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VIII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or § 706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.



City Council Meeting Management Report

Meeting Date: 14 October 2024

Contact: Teddy May, Chief of Police

Phone: 972-921-4412

AGENDA ITEM:

Consideration and action to approve the purchase of fourteen (14) WatchGuard M500 in-car cameras, fourteen (14) WatchGuard body-worn cameras, extend the existing 21 WatchGuard body cameras to the proposed "video-as-a-service" contract, and extend the warranty period.

BACKGROUND & FINDINGS:

In November of 2023, the Council approved the purchase of a Watchguard body worn/in-car camera system in the amount of \$233,296.24. In addition, the Council approved the application for a body-worn camera grant from the State of Texas. The City was awarded the grant.

Due to the conditions/restrictions of the grant, we were unable to execute the Council approved agreement for body and in-car cameras, and purchased only the body worn cameras. As such, the Department is still in need of in-car cameras and cloud-based storage services from Motorola/WatchGuard.

The Department received an updated quote from Motorola (WatchGuard). The new quote is \$291,292.00, which is \$57,995.76 more than the original quote. The price increase is represented by rising costs due to increasing the number of body-worn cameras, inflation, enhanced services, and adding our existing 21 cameras to the "video-as-a-service" contract with a no-fault 5-year warranty.

The original agreement approved in November/23 was \$233,296.24 over 5 years:

Year 1 - \$53,296.24
Year 2 - \$45,000
Year 3 - \$45,000
Year 4 - \$45,000
Year 5 - \$45,000

The new contract over the next 5 years is \$291,292:

Year 1 - \$64,000
Year 2 - \$56,823
Year 3 - \$56,823
Year 4 - \$56,823
Year 5 - \$56,823

The Department was anticipating this change in the agreement and budgeted \$65,000 for the first-year initial costs. The remaining 4 years is \$11,823.00 over the original approval.

FINANCIAL IMPACT:

Year 1 - \$64,000

Year 2 - \$56,823

Year 3 - \$56,823

Year 4 - \$56,823

Year 5 - \$56,823

RECOMMENDATION:

The Department as an authorized strength of 23 full-time officers. The Council has approved the over hire of 2 additional officers. In addition, the Department oversees a City Marshal and three animal control officers. As a result, we need a minimum of 29 body-worn cameras. The authorization of this expenditure gets us 35 body-worn cameras, as well as cameras in our patrol, CVE, and Marshal vehicle. 35 body-worn cameras will also allow for a few spares to utilize when we damage equipment, and allows us some room for growth over the next 5 years. We believe these additions will enhance officer safety and increase public safety by increasing the police department's ability to solve crimes, and identify suspects.

Recommend approval

MANAGEMENT REVIEW:

Teddy May, Chief of Police



ALVARADO, CITY OF

V700 & M500 VAAS

09/17/2024

09/17/2024

ALVARADO, CITY OF
104 W COLLEGE
ALVARADO, TX 76009

RE: Motorola Quote for V700 & M500 VAAS
Dear Teddy May,

Motorola Solutions is pleased to present ALVARADO, CITY OF 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 ALVARADO, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jonathan Castilaw at jonathancastilaw@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,

Jonathan Castilaw
MR Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
ALVARADO, CITY OF
104 W COLLEGE
ALVARADO, TX 76009
US

Shipping Address:
ALVARADO, CITY OF
104 W COLLEGE
ALVARADO, TX 76009
US

Quote Date:09/17/2024
Expiration Date:10/23/2024
Quote Created By:
Jonathan Castilaw
MR Account Executive
jonathancastilaw@callmc.com
469-263-5292

End Customer:
ALVARADO, CITY OF
Teddy May
mayt@cityofalvarado.org
972-921-4412

Contract: TX DIR TSO-4101

Summary:

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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-M5-3CAM-BWC	M500 3-CAMERA IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD- 5 YEARS VIDEO-AS-A-SERVICE	14	5 YEAR	\$15,600.00	\$15,600.00	\$218,400.00	
2	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$20,000.00	\$16,000.00	\$16,000.00	
3	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	14		\$812.50	\$650.00	\$9,100.00	
4	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	14	5 YEAR	Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
5	WGC02003-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS*	14	5 YEAR	Included	Included	Included	
6	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	6		Included	Included	Included	
7	WGB-0708A	M500 ICV SYSTEM W/ RCAM V300 WIFI DCK,SPS	14		Included	Included	Included	
8	WGW00502	M500 EXTENDED WARRANTY	14	5 YEAR	Included	Included	Included	
9	WGP02225-100-KIT2	BRKT4RE DI/VISTA/ CAMVR 07-14TAH11-19EXPL	14		Included	Included	Included	
10	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	1	5 YEAR	\$1,800.00	\$1,800.00	\$1,800.00	
11	WGW00122-307	REMOTE USER TRAINING (HOURS)	4		\$200.00	\$160.00	\$640.00	
12	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	14	5 YEAR	\$0.00	\$0.00	\$0.00	
13	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	14	5 YEAR	Included	Included	Included	
14	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	14		Included	Included	Included	3 YEAR
15	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	14	5 YEAR	Included	Included	Included	
16	SWV07S03593A	SOFTWARE ENHANCEMENTS	14	5 YEAR	Included	Included	Included	
17	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	14		Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
18	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	2		Included	Included	Included	
19	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	6	5 YEAR	\$240.00	\$240.00	\$1,440.00	
20	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	14		\$137.50	\$110.00	\$1,540.00	
	CommandCentral Aware							
21	PSV00S04102A	INTEGRATION: VEHICLE MANAGER*	1		\$0.00	\$0.00	\$0.00	
22	PSV00S04081A	INTEGRATION: APXNEXT*	1		\$0.00	\$0.00	\$0.00	
23	PSV00S04182A	CC AWARE 8 HOURS VIRTUAL TRAINING*	1		\$0.00	\$0.00	\$0.00	
24	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	10	1 YEAR	\$0.00	\$0.00	\$0.00	
25	SSV00S04249A	AWARE VIDEODEVICES	75	1 YEAR	\$0.00	\$0.00	\$0.00	
26	PSV00S04097A	INTEGRATION: MOTOTRBO*	1		\$0.00	\$0.00	\$0.00	
27	SSV00S04179A	AWARE STANDARD*	1	1 YEAR	\$12,550.00	\$0.00	\$0.00	
	Vigilant							
28	DDN3420A	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$500.00	\$0.00	\$0.00	
29	TT4131A	M500 BASIC LPR ANNUAL SERVICE FEE	14		\$550.00	\$0.00	\$0.00	
	VideoManager EL or EX: Video Evidence Management							
30	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA*	21	5 YEAR	\$4,343.75	\$2,975.00	\$62,475.00	
	VideoManager EL or EX: Video Evidence Management							



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
31	WCM000111-010	INTEGRATION, CAD-RMS PACKAGE, ANNUAL/DEVICE*	49	1 YEAR	\$150.00	\$0.00	\$0.00	
32	Incentive		1		-\$20,103.00	-\$20,103.00	-\$20,103.00	

Grand Total

\$291,292.00(USD)

Pricing Metric :

Price is indicative of the following -
of Video Devices - 75
of Location Devices - 0
of Learner LxP Subscriptions - 10

DRAFT



Pricing Summary

	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable)	\$64,000.00
Year 2 Subscription Fee	\$56,823.00
Year 3 Subscription Fee	\$56,823.00
Year 4 Subscription Fee	\$56,823.00
Year 5 Subscription Fee	\$56,823.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)	\$291,292.00

**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.
- 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.
- Unless otherwise noted in this quote / order, installation of equipment is not included.
- Please refer to the ALPR Solution Attachment for further details



VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of the Customer's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling the Customer to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, the Customer minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows the Customer to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

Security

The Customer will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, the Customer can grant groups access to the evidence on an as-needed basis.



Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. The Customer can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

DEVICE MANAGEMENT

The Customer can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable the Customer to configure devices to operate in alignment with your agency's policies and procedures.

REPORTING

VideoManager EL Cloud's Report Management allows the creation of reports that will give the Customer greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.



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) and/or in-car video 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. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

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 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 Mobile Video offerings (i.e. in-car/body-worn cameras) require 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 Mobile Video system 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 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. 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 CJIS Section 5.12 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 will work independently with the Customer to complete the Section 5.12 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. 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 PM. 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 if applicable.
- 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:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

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

- Configure Customer's digital evidence management system.
- 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).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- 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.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

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

Motorola-Certified Installer

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, server 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)

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 (if applicable)

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, 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.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- 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.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- 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 Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- 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 be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to 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:
 - Contract 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.
 - 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

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

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.

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. Delay in completing the IT Questionnaire may delay 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 vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- 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 to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- 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.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

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 (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

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.

The Customer vehicles must be available for the ST 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 ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: 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
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 server for 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.
- 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.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

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.

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 (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

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-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- 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.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - 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.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC 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.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- 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 Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-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.

Motorola Responsibilities

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

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital 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 digital evidence management 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 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 a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential 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 (IF APPLICABLE)

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.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

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 ST 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.
- Provide Customer survey upon closure of the project.

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 (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC 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.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 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.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



MOTOROLA SOLUTIONS **VIDEO-AS-A-SERVICE OVERVIEW**

QUOTE-2793003
V700 & M500 VAAS

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



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

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-2793003
V700 & M500 VAAS

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



1 V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to 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.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin 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.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 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.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



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.

record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. **V700 AND IN-CAR VIDEO INTEGRATION**

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. **V700 AND APX RADIO INTEGRATION**

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. **HOLSTER AWARE™ INTEGRATION**

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as 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



M500 IN-CAR VIDEO SYSTEM

SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.



- Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



M500 IN-CAR VIDEO SYSTEM LICENSE PLATE RECOGNITION (LPR) – SOLUTION DESCRIPTION

DESCRIPTION

Safety is your primary concern. You have to ensure that every officer has the best possible information before engaging with a suspect. And a vehicle's license plate can unlock critical data to inform your response to a situation.

The M500 in-car video system has powerful License Plate Recognition (LPR) capabilities, and is carefully integrated with our market-leading Vigilant LEARN LPR platform. The M500's 120-degree 4K front camera can capture license plate and vehicle make/model information in up to three lanes of traffic simultaneously, while moving at up to 70mph. The process is completely automated, with no requirement for interaction with the camera or software. Officers can concentrate on other important tasks, while the M500 continuously scans its environment.

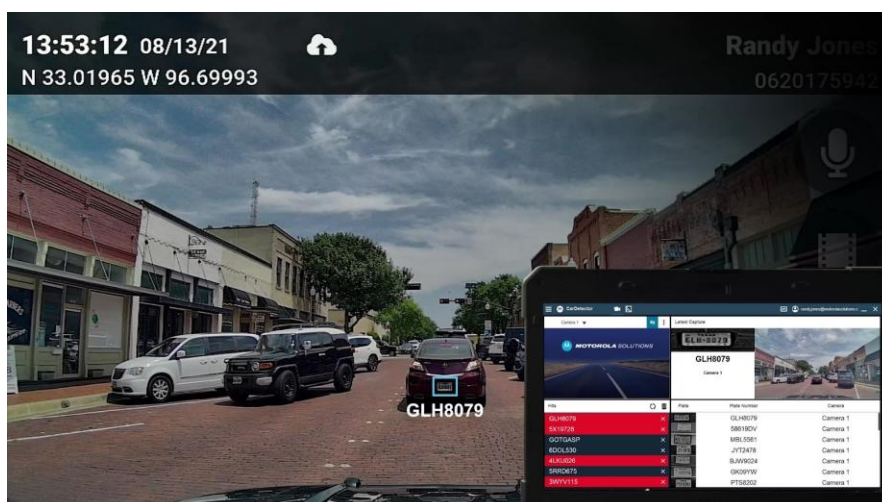
DETAILS

The M500 in-car video system is designed around a high-power processing core optimized for AI applications such as LPR. Using a high-accuracy OCR algorithm, the 4K front camera sensor can capture multiple license plates moving at normal highway speeds from up to 40 feet away.

The M500 is not recommended for high-speed (>70 mph), long-range or high-throughput LPR applications, or where target vehicles will not be visible through the front windshield. For these situations we offer our L5M purpose-designed mobile LPR camera.

The M500 system connects to CarDetector Mobile (CDM) software running on your in-car Mobile Data Terminal (MDT). CDM gives officers a convenient dashboard, showing the video stream(s), recently-captured license plates and recent "hits". It can be configured to give visible and audible alerts whenever a plate matches an entry on a hotlist. Hotlists can be agency-owned or shared.

You also have access to the market-leading Vigilant PlateSearch application, for analysis of LPR data captured by agency cameras. Optionally, you can extend this to include LPR data from neighboring agencies and commercial customers.



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) and/or in-car video 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. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

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 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 Mobile Video offerings (i.e. in-car/body-worn cameras) require 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 Mobile Video system 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 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. 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 CJIS Section 5.12 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 will work independently with the Customer to complete the Section 5.12 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. 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 PM. 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 if applicable.
- 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:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

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

- Configure Customer's digital evidence management system.
- 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).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- 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.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

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

Motorola-Certified Installer

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, server 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)

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 (if applicable)

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, 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.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- 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.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- 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 Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- 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 be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to 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:
 - Contract 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.
 - 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

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

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.

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. Delay in completing the IT Questionnaire may delay 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 vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- 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 to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- 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.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

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 (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



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.

- Equipment Inventory (if applicable).

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.

The Customer vehicles must be available for the ST 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 ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: 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
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 server for 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.
- 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.



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.

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

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.

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 (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

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-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- 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.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - 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.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC 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.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- 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 Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-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.

Motorola Responsibilities

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

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital 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 digital evidence management 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 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 a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential 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 (IF APPLICABLE)

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.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

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 ST 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.
- Provide Customer survey upon closure of the project.

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 (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC 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.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 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.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service 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.

1.1. 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 by the Customer, and includes:

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

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. ESSENTIAL SERVICE

1.2.1. 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 stringent, 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.

1.2.1.1 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



1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) 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 Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, 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.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. 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 BWC 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 defects due to normal wear and tear. With this Service, the device is repaired to ensure full 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.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManager EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC 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.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

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.

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner 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 BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner 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 BWC 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.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

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 BWC 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.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



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 BWC 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.

1.5. 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 Body Worn Camera 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.



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.

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.

1.6. **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.

1.7. **ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT**

1.7.1. **Description of Services and Obligations**

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC 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 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 BWC 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' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



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.

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 BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner 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 BWC 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.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

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.

1.8. 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.



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.

- 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) Body Worn Camera 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.



Purchase Order Checklist

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)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

CommandCentral Aware Standard Offer Solution Description

Overview

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Standard offering of CommandCentral Aware provides a map-based and list view of locations from broadband compatible radios, LPR hot hits, camera locations and panic alerts from Rave Mobile Safety. The offer includes device location and details from V300 and V700 body-worn cameras, 4RE and M500 in-car video systems, CAPE-equipped drones, license plate recognition (LPR) camera locations sourced from Vigilant VehicleManager, cameras registered in CommandCentral Community, compatible APX radios and smartphone applications. Devices can also send status information, such as from a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert.

The Standard offer allows you to consolidate and view a variety of your Motorola video management systems and video streaming platforms and connect to camera feeds in your community to bring more real-time video feeds into your command center. CommandCentral Aware helps intelligence analysts in the command center gain valuable visibility to the field, quickly identify emergency situations and provide remote supervision.

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

Solution Elements

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

Modules:



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

Integrations:

- Radio Location, Detail and Status
 - APX Next, XN, XE and N70 Radios
 - MOTOTRBO Portable and Mobile Radios
 - Broadband Vehicle Modems
- Smartphone App Location, Detail and Status
 - WAVE Broadband Push-to-Talk
 - CommandCentral Responder
- Body-Worn, In-Car and Drone Camera Location and Detail
 - V300 and V700 Body-Worn Cameras
 - 4RE and M500 In-Car Camera System
 - CAPE-Equipped Drones
- LPR Camera Location, Detail and Hot Hit Alerts
 - Vigilant VehicleManager
- Community and Business Registered Cameras on the Map
 - CommandCentral Community
 - Rave Facility
- Panic Button and Tip Location and Details*
 - CommandCentral Community
 - Rave Panic Button
- Fixed Video Location, Detail and Livestreaming
 - Motorola Video Management Systems
 - Real Time Streaming Video (RTSP)
 - Edge Appliance

* Integration functionality dependent on third-party partner

**Other third-party apps available depending on region



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

Modules included with the CommandCentral Aware Standard Offer

The CommandCentral Aware Standard offer includes the following modules.

Unified Map

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

- Custom Map Layers – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Map Layers Panel – Show or hide event data and map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or Esri ArcGIS Pro.
- Traffic and Weather – Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans – Enhance your map view with the addition of indoor floor plans using ArcGIS Indoor Floor plan layers.
- Collaborative Drawing Tools – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest – Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management – From CommandCentral Admin, affiliate various resources such as radios and body worn cameras into units that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor



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

Rules Engine

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

Integrations

The CommandCentral Aware Standard offer the following integrations:

Radio Location, Detail and Status

APX Next, XN, XE and N70 Radios

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



MOTOTRBO Portable and Mobile Radios

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

Broadband Vehicle Modems

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

Broadband Application Location, Detail and Status

WAVE PTX Broadband Push-to-Talk

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

CommandCentral Responder

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

Body-Worn, In-Car and Drone Camera

4RE and M500 In-Car Video Systems



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

V300 Body-Worn Cameras

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

V700 Body-Worn Cameras

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

CAPE-Equipped Drones



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

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

Vigilant VehicleManager

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

Community and Business Registered Cameras on the Registry Map

CommandCentral Community

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

Rave Facility

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



Panic Button, Tip Location and Details

CommandCentral Community

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

Rave Mobile Safety Panic Button*

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

*Other third-party apps available depending on region

Fixed Video Location, Detail and Livestreaming

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

Motorola Solutions Video Management Systems (Alta, Unity)

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

- View up to 16 feeds at once from across systems.
- Playback recorded videos where available.
- Group cameras from across systems and open all livestreams available in a specific location.



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

Real Time Streaming Protocol (RTSP) Video Connection

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

Edge Appliance Video Connection

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

Protected Places Package

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



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

- This portal can be linked on the agency website or it can be a standalone site, and it serves as:
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera
- A marketing website for your agency to communicate with the community on the Protected Places program and how to get involved.
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera
- A resource for users (businesses, organizations or residents) to learn about and purchase the Edge appliance (a device + subscription offer with an annual evergreen recurring sub), which connects security cameras to CommandCentral Aware.
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera
- A resource for the community to explore Motorola's wider camera portfolio, including the ability to talk to an expert. Available cameras include:
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera

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

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

- Name
 - Camera name
 - Camera placement (indoor/outdoor)
 - Camera address
- Address
 - Camera name
 - Camera placement (indoor/outdoor)
 - Camera address
- Contact information (name, email address, phone number)
 - Camera name



- Camera placement (indoor/outdoor)
- Camera address
- Registered cameras
 - Camera name
 - Camera placement (indoor/outdoor)
 - Camera address
- Edge Appliance video streaming service
 - Device name
 - Camera name
 - Camera address
 - Device address
 - Camera name
 - Camera address
 - Cameras detected for streaming
 - Camera name
 - Camera address

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

Cloud Security and Compliance

Proactive Security Design

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

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project



(OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

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

FedRAMP Certified Cloud

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

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

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

Capacity and Latency

CommandCentral Aware instances have the following capacity parameters:

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.



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

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

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

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

Network Bandwidth Specifications

Network: Customer provided internet access and remote access capability

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

Networking Requirements

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



Box	Source IP		Protocol	Destination port
CloudConnect	<CloudConnect IP>	idm.imw.motorola-solutions.com	TCP	443
	<CloudConnect IP>	aware-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	admin-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	aware-publisher-us.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	registry.commandcentral.com	TCP	443
	<CloudConnect IP>	s3-us-west-2-rw.amazonaws.com	TCP	443
	<CloudConnect IP>	platformy-registry.s3.us-west-2.amazonaws.com	TCP	443
	<CloudConnect IP>	oneinterfaceblobstore.blob.core.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	ccinterfaces-cbroker-prod.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	ccinterfaces-sasgen-prod.usgov.commandcentral.com	TCP	443



	<CloudConnect IP>	services.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	qrwbubhpaovhj-sbu.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	qrwbubhpaovhj-sbu.servicebus.usgovcloudapi.net	TCP	5671
	<CloudConnect IP>	loc-srv-ingest-production.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	loc-srv-ingest-2-production.servicebus.usgovcloudapi.net	TCP	443
One-time cloudconnect provisioning	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	8080
	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	22
VMS Proxy	<VMS Proxy IP>	<CloudConnect IP>	TCP	22
	<VMS Proxy IP>	<CloudConnect IP>	TCP	8080
	<VMS Proxy IP>	<Genetec VMS IP>	TCP	5500
	<CloudConnect IP>	<VMS Proxy IP>	TCP	40080
IMW	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65001



(assuming 5.2.3 and above)	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65002
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65003
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65005
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65006
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65008
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	9031
Aware clients	<Aware client IP(s)>	<VMS Proxy IP>	TCP	40080
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	554
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	560
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5004



	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5500
	<Aware client IP(s)>	admin.commandcentral.com	TCP	443
	<Aware client IP(s)>	aware.commandcentral.com	TCP	443
	<Aware client IP(s)>	idm.imw.motorolasolutions.com	TCP	443

Customer Provided Hardware

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

Cloud Anchor Server Specifications

Host Server CPU	Intel Xeon 3.4 GHz or greater
Host Server RAM	64GB DDR or greater
Host Server OS	VMWare ESXi 8.X
Host Server Hard Drive	1TB or greater (SSD or SAS)
Data Interface Virtual Machine	8GB RAM, 2 virtual CPUs, 20GB disk storage
Video Interface	16GB RAM, 2 virtual CPUs, 64GB disk storage



Virtual Machine	
Operating System	Windows 2022 and above installed
Network Interface Card	1GB NIC Port
IP Address	Two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Virtual Machines
Network Port	One network port for each VMS server One network port for each VMS analytics appliance

CommandCentral Aware Workstations PCs

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

Processor	High-end Business or Server Grade Intel CPU Reference: Intel Core i7 13700K 5.40 GHz (16 Cores) Intel Xeon 3.0 GHz (12 cores) or greater
RAM Memory	32 GB DDR or greater
Hard Drive	512GB SSD or greater
Operating System	Windows 10 Professional or greater
Network Card	1 GB port



Graphics Card	NVIDIA T1000 8 GB or greater (support for 3 or 4 monitors)
Display	Narrow Bezel IPS Display, 2560x1440
Monitor	27" monitor or larger
Web Browser	Google Chrome (latest version available)



CommandCentral Aware Statement of Work

Overview

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

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

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

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

Contract Administration and Project Initiation

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

Completion and Acceptance Criteria



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

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

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

Project Roles and Responsibilities

Motorola Roles and Responsibilities

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

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

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

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

Project Manager



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

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

Solutions Architect

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

Customer Success Advocate

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

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

Customer Support Services Team



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

Customer Core Team, Roles and Responsibilities Overview

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

Project Manager

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

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



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

System Administrator

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



Application Administrator(s)

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

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

Subject Matter Experts

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

IT Personnel

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

User Agency Stakeholders

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

General Customer Responsibilities

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

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

Project Planning and Pre-Implementation Review



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

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

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

Motorola Responsibilities

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

Customer Responsibilities

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



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

CommandCentral Enablement

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

Agency and User Setup

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

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Criteria

Initial agencies and users have been configured.

Project Kickoff



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

Motorola Responsibilities

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

Customer Responsibilities

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



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

Contract Design Review (CDR)

Contract Design Review

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

Motorola Responsibilities

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

Customer Responsibilities



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

Completion Criteria

Delivery of CDR Summary report.

Environmental Design Considerations

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

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



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

Hardware/Software Installation and Configuration

Motorola Responsibilities

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

Customer Responsibilities

- Receive and store Motorola provided hardware.

Completion Criteria

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

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.



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

Customer Responsibilities

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

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

Interfaces and Integration

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

Interface Installation and Configuration

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



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

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Criteria

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

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

CommandCentral Solution Geospatial Mapping Configuration



Motorola Responsibilities

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

Customer Responsibilities

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

Public Private Partnership - Protected Places

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

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

Motorola Responsibilities:

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



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

Customer Responsibilities:

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



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

CommandCentral Solution Provisioning

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

Motorola Responsibilities

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

Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.



- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

Functional Demonstration

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

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Criteria

Conclusion of the functional demonstration.

CommandCentral Training

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

Learning eXperience Portal (LXP Online Training)

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

Motorola Responsibilities

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

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.



- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002) and LXP Group Administrator Overview (LXP0003).
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola to engage Technical Support when needed.

Instructor-Led Training Motorola Responsibilities

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Milestone

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

Transition to Support and Customer Success

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



Motorola Responsibilities

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

Customer Responsibilities

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



LEARNING SUBSCRIPTION STATEMENT OF WORK

OVERVIEW

This Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for enabling access to Motorola Solutions' Learning eXperience Portal ("LXP") with a Learning Subscription. The LXP will be accessible once the Customer is on-boarded within the system and both parties have fulfilled their responsibilities noted below. It will remain available through the contracted term.

This SOW, including all of its subsections and attachments, is an integral part of the Subscription Services Agreement or other signed agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the Customer ("Customer") and is subject to the terms and conditions set forth in the Agreement.

DESCRIPTION OF SERVICE

Motorola Solutions provides access to an agency-specific version of the LXP as part of the Learning Subscription. The Learning Subscription consists of technology-specific hubs. The LXP serves as a Learning Management System ("LMS"), providing the Customer with a central repository for training content. Motorola Solutions and the Customer will take the actions described in Section 1.5: Motorola Solutions Responsibilities and Section 1.7: Customer Responsibilities to establish and maintain the Learning Subscription for the Customer.

DEFINITIONS

Learning eXperience Portal ("LXP") - An agency-specific learning platform that is administered autonomously for the duration of this agreement.

Learning Subscription - Includes access to the LXP and access to a technology-specific hub.

Online Content - Includes multiple types of digital instruction in which the learning material is presented via the internet. Online content can be enrolled in, completed, and tracked via the system.

Instructor Led/Virtual Instructor Led Content - A live session conducted by a Motorola Solutions or Customer instructor. The LXP will be used to schedule the session, enroll users for it, and track users' progress.

Learning Path - A set of pages used to navigate and display content. This content can be grouped by role, phase, or another grouping that learners and managers can use to assist in planning curriculum.

Group - A more granular segmentation of LXP users for the purpose of content access and management.

Account Management - The act of loading individual user account details into the Motorola Solutions authentication system and using this to allow the Customer access to the LXP.

Primary Administrator - The individual responsible for coordinating group administrators, organizing users, and setting up a custom site header image. The Customer may use a unique Customer-provided image, like a County seal or badge, as the site header image. The Primary Administrator is provided by the Customer.

Group Administrator - Individuals that can edit the list of users included in groups and determine individual content assignments. They will have access to user activity reports. The Group Administrator is provided by the Customer.



Motorola Solutions Hub - Training and documentation created and maintained by Motorola Solutions. Motorola Solutions Hub content is accessed through the LXP. By subscribing, a user has access to a technology-specific hub.

Bring your own Training (“BYOT”) - Training and documentation content that are created and maintained by the Customer.

LMS Administrator - A Motorola Solutions Worldwide Education employee assigned to assist the Customer's administrators with LXP usage. This person is also responsible for any non-Customer enabled activities like setting up LXP Publisher that was provided by the Customer.

LXP Publisher - individual who can upload, manage and archive BYOT content. The LXP Publisher is provided by the Customer.

SCOPE

This service includes unlimited access to Motorola Solutions' LXP for the subscription duration. The LXP is a central tool for administering training courses and providing teams with easy access to learning content and documents they need to perform their role. The Customer will receive the Learning Subscription, which will include Motorola Solutions technology-specific training content organized in a Hub. The Customer may supplement this content with additional courses created by the Customer.

Here are the actions Motorola Solutions take to support the Customer:

- Hosting LXP content in Chicago, and backing that content up regularly.
- Providing 24/7 access to Motorola Solutions' Customer Managed Support Operations (“CMSO”). A Motorola Solutions representative will log the Customer's support requests in Motorola Solutions' Case Management System.
- Providing security patches, as they are developed, to maintain LXP server integrity.
- In the event of a failure, implementing disaster recovery for the system.

Motorola Solutions will perform regularly scheduled maintenance, during which the LXP will be unavailable.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Designate a LMS Administrator to work with the Customer.
- Establish an instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Perform scheduled maintenance. The LXP will alert the Customer 48 hours in advance of scheduled maintenance.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content. Section 1.8: Technical Support Incident Priority Levels and Restoration Times describes technical support priorities.
- Monitor the Learning Subscription server. Provide support for server incidents in accordance with the priority levels defined in Section 1.8: Technical Support Incident Priority Levels and Restoration Times.



LIMITATIONS AND EXCLUSIONS

The following activities are outside the scope of Motorola Solutions' responsibilities for this service:

- Creating or maintaining unique Customer BYOT Content.
- Providing updates or access to the Customer's published files and source files.
- Assisting the Customer with adapting or adjusting Customer-provided content for use as BYOT Content on the LXP.
- Motorola Solutions is not responsible for the BYOT content provided by the Customer.
- Gathering, tracking, or maintaining users' Personally Identifiable Information ("PII") data, apart from data gathered to support access to Motorola Solutions training and documentation. This data includes: name, email address, company name, company location, and phone number.
- The Customer will only receive access to transcripts and user reports provided through the user interface. Other types of data reporting will not be available to Customers.

CUSTOMER RESPONSIBILITIES

- Provide user information for initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- Complete the onboarding tutorials for LXP end users in all the roles.
- Order and maintain subscription to access Motorola Solutions' LXP.
- Contact Motorola Solutions to engage Technical Support when needed. Acknowledge that incidents will be handled in accordance with the priority definitions and times included in Section 1.8: Technical Support Incident Priority Levels and Restoration Times.
- Remove your BYOT content from the system within 60 days after the end of the term. Motorola Solutions will be archiving your BYOT content 60 days after the end of term and will not be responsible for producing Customer content after that date.



TECHNICAL SUPPORT INCIDENT PRIORITY LEVELS AND RESOLUTION TIMES

Priority	Example	Target Response Times	Resolution Times
Urgent	A widespread outage of the system. Any problem where more than 5 users are unable to complete learning modules due to widespread outages.	1 hour	4 hours
High	A situation which affects 1 to 5 users, no workaround available. For example, site outage due to technical issue within the LMS which means 1 to 5 users cannot access the learning module.	1 business day	2 business days
Normal	A situation which affects fewer than 5 people where a workaround is available. For example, site is still functioning but for fewer than 5 people and there are issues which prevent learners accessing individual progress reports.	2 business days	5 business days
Low	No effect on learners accessing the system. For example, request to add an LMS plugin such as the quiz module.	2 business days	2 weeks

YOUR CONTENT

You may upload Content to the Service in connection with Your use of the Service. The purpose is to host technology training that supports your Motorola Solutions ecosystem and not to host compliance training or competitors' training.

Motorola does not verify, endorse, or claim ownership of any Content, and You retain all right, title, and interest in and to the Content. Your Content and the Content of Participants may be stored on Motorola's servers at Your request, as necessary for Motorola to provide the Service. You are solely responsible for making and keeping backup copies of Content. Motorola shall use commercially reasonable efforts to block the uploading of Content to the Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Motorola has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. Certain features of the Service enable you to specify the level at which such Service restricts access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content.

YOUR REPRESENTATIONS AND WARRANTIES REGARDING CONTENT

You represent and warrant that (a) You are the owner, licensor, or authorized user of all Content; and (b) You or your authorized user will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Motorola, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about Your identity or the origin of a message or other communication, or impersonates or



otherwise misrepresents Your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

MOTOROLA ACCESS TO CONTENT

You acknowledge that the Service is automated (e.g., Content is uploaded using software tools) and that Motorola personnel will not access, view, or listen to any Content, except as reasonably necessary to perform the Service, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Motorola in good faith to conform to legal requirements or comply with legal process; or (d) enforce this Agreement, including investigation of potential violations hereof, as further described in Section 3.4 (Investigations).

WIND DOWN OF SUBSCRIPTION SOFTWARE

In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Learning Subscription or Service to customers.

MODIFICATIONS

In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Learning Subscription, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Learning Subscription may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Learning Subscription may be subject to additional Fees.





City Council Meeting Management Report

Meeting Date: 14 October 2024

Contact: *Teddy May, Chief of Police*

Phone: 972-921-4412

AGENDA ITEM:

Consideration and action to approve the purchase of 15 budgeted Motorola APX NEXT multiband radios.

BACKGROUND & FINDINGS:

While the Department needs 30 radios, this purchase represents ½ of the needed equipment. The remainder of the radios are planned for FY 25/26. We believe these additions will enhance officer safety and increase public safety by increasing the police department's ability to communicate, solve crimes, and identify suspects

FINANCIAL IMPACT:

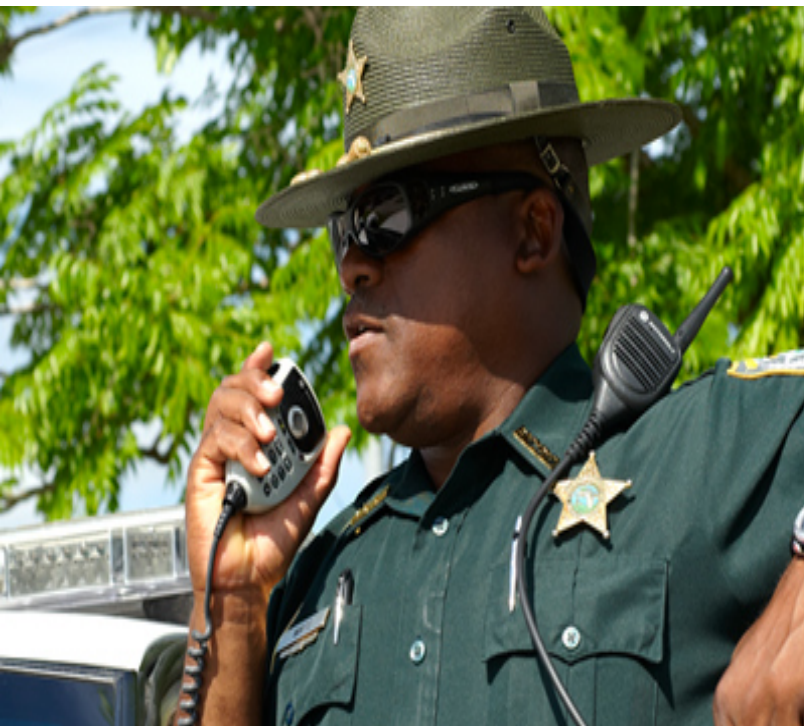
First year impact is \$128,941.20. Over the next 5 years the cumulate financial impact is \$143,278.80. This number is less than the budgeted \$150,000 earmarked for the program.

RECOMMENDATION:

Recommend approval

MANAGEMENT REVIEW:

Teddy May, Chief of Police



ALVARADO, CITY OF

APX Next QTY15

06/21/2024

06/21/2024

ALVARADO, CITY OF
104 W COLLEGE
ALVARADO, TX 76009

RE: Motorola Quote for APX Next QTY15
Dear Teddy May,

Motorola Solutions is pleased to present ALVARADO, CITY OF 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 ALVARADO, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jonathan Castilaw at jonathancastilaw@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,

Jonathan Castilaw
MR Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
ALVARADO, CITY OF
104 W COLLEGE
ALVARADO, TX 76009
US

Shipping Address:
ALVARADO, CITY OF
104 W COLLEGE
ALVARADO, TX 76009
US

Quote Date:06/21/2024
Expiration Date:11/16/2024
Quote Created By:
Jonathan Castilaw
MR Account Executive
jonathancastilaw@callmc.com
469-263-5292

End Customer:
ALVARADO, CITY OF
Teddy May
mayt@cityofalvarado.org
972-921-4412

Contract: 50054 - FORT WORTH TX

Summary:

Quote Includes:

- 15 APX Next All Band Radios
- 15 XVP830 Shoulder Mics
- 15 Single Unit Chargers
- 15 Hi-Capacity Spare Batteries
- 1 Multi-Unit Charger

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE	15		\$8,241.00	\$4,812.74	\$72,191.10
1a	BD00001AA	ADD: CORE BUNDLE	15		\$3,106.00	\$1,813.90	\$27,208.50
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	15		Included	Included	Included
1c	H38DA	ADD: SMARTZONE OPERATION	15		Included	Included	Included
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	15		Included	Included	Included
1e	QA09028AA	ADD: VIQI VC RADIO OPERATION	15		Included	Included	Included
1f	Q629BD	ENH: AES ENCRYPTION AND ADP	15		Included	Included	Included



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1g	QA03399AK	ADD: ENHANCED DATA	15		Included	Included	Included
1h	Q387CB	ADD: MULTICAST VOTING SCAN	15		Included	Included	Included
1i	QA00580BA	ADD: TDMA OPERATION	15		Included	Included	Included
1j	QA09001AM	ADD: WIFI CAPABILITY	15		Included	Included	Included
1k	QA09113AA	ADD: BASELINE RELEASE SW	15		\$0.00	\$0.00	\$0.00
1l	Q361CD	ADD: P25 9600 BAUD TRUNKING	15		Included	Included	Included
1m	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	15		\$0.00	\$0.00	\$0.00
1n	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	15		\$0.00	\$0.00	\$0.00
2	LSV01S03446A	APX NEXT DMS ESSENTIAL	15	5 YEARS	\$384.60	\$384.60	\$5,769.00
3	LSV01S03082A	RADIOCENTRAL PROGRAMMING	15	5 YEARS	\$160.20	\$160.20	\$2,403.00
4	SSV01S01407A	SMARTPROGRAMMING	15	5 YEARS	\$375.00	\$375.00	\$5,625.00
5	SSV01S01406A	SMARTCONNECT	15	5 YEARS	\$375.00	\$375.00	\$5,625.00
6	SSV01S01476A	SMARTLOCATE	15	5 YEARS	\$375.00	\$375.00	\$5,625.00
7	SSV01S01907A	SMARTMAPPING	15	5 YEARS	\$375.00	\$375.00	\$5,625.00
8	LSV00Q00202A	DEVICE PROGRAMMING	15		\$100.00	\$100.00	\$1,500.00
9	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
10	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
11	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
12	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	15		\$169.56	\$127.17	\$1,907.55
13	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	15		\$486.00	\$364.50	\$5,467.50
14	NNTN9089B	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION, IP68, 5850T	15		\$290.40	\$217.80	\$3,267.00
15	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	1		\$1,420.20	\$1,065.15	\$1,065.15



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

Grand Total

\$143,278.80(USD)



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$112,606.80	
Upfront Subscription Fee				
APX™ NEXT		Annually	\$6,134.40	
Sub Total:			\$118,741.20	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
APX™ NEXT		Annually	\$6,134.40	\$6,134.40
Year 3 Subscription Fee				
APX™ NEXT		Annually	\$6,134.40	\$6,134.40
Year 4 Subscription Fee				
APX™ NEXT		Annually	\$6,134.40	\$6,134.40
Year 5 Subscription Fee				
APX™ NEXT		Annually	\$6,134.40	\$6,134.40
Sub Total:			\$24,537.60	
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$143,278.80	

*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: _____

- 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.



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.



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Purchase Order Checklist

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)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Donielle Suber, Administrative Services Director

Phone: 817-790-3351, ext. 116

AGENDA ITEM:

Presentation by the Alvarado ISD regarding the Voter-Approved Tax Rate Election (VATRE).

BACKGROUND & FINDINGS:

An Alvarado Independent School District representative to present information on the proposed Voter-Approved Tax Ratification Election (VATRE).

FINANCIAL IMPACT:

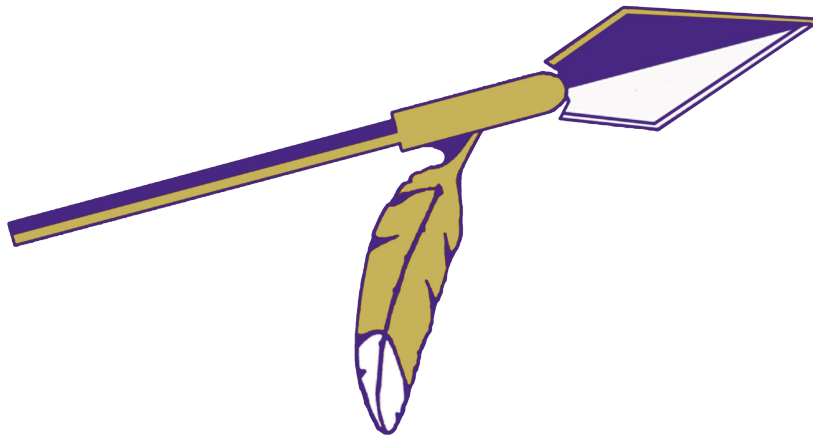
N/A

RECOMMENDATION:

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



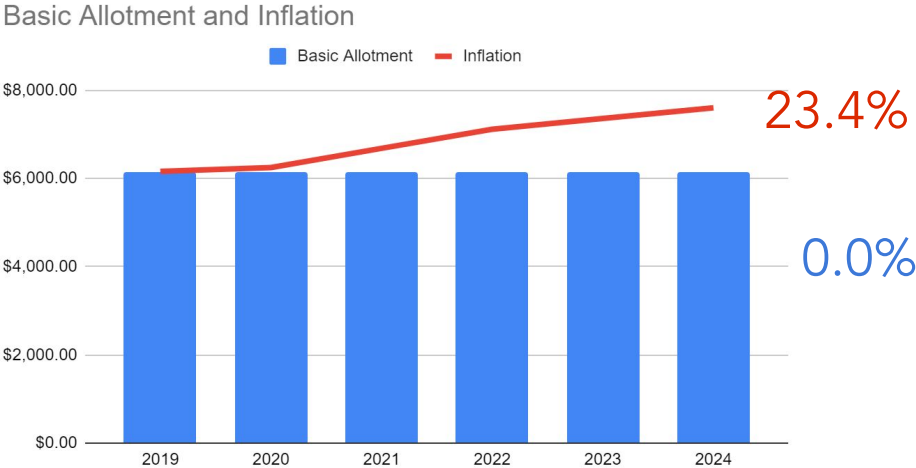
ALVARADO ISD

Voter-Approved Tax Ratification Election (VATRE)

#ALVARADOEXCELLENCE

Why a VATRE? Why Now?

Expenses are increasing while revenues remain the same



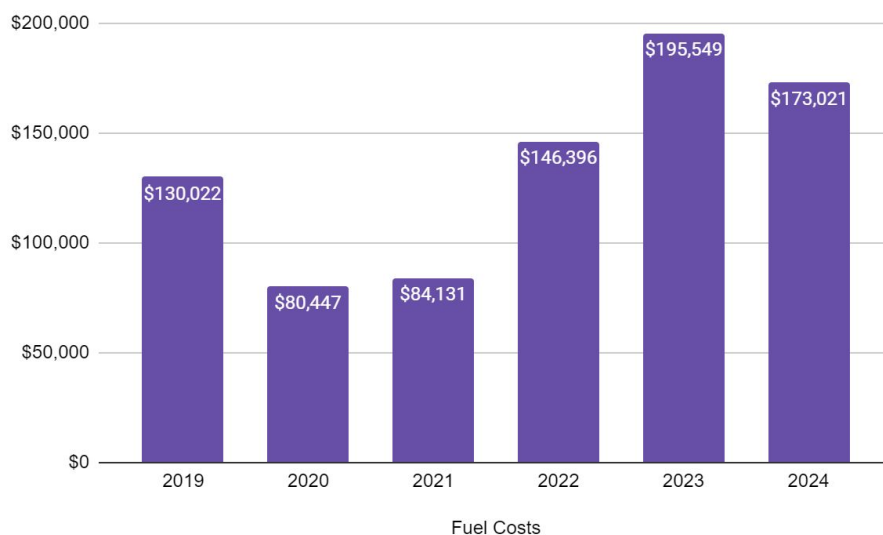
How Did We Get Here?

- State Funding
 - Basic Allotment has not changed since 2019
 - \$4.4 Billion in Austin earmarked for schools, but not dispersed
- Higher Costs
 - Fuel, Electricity, Insurance, etc.
- Waited for VATRE
 - Option to increase tax rate was introduced in 2006-07

#ALVARADOEXCELLENCE



Fuel Cost



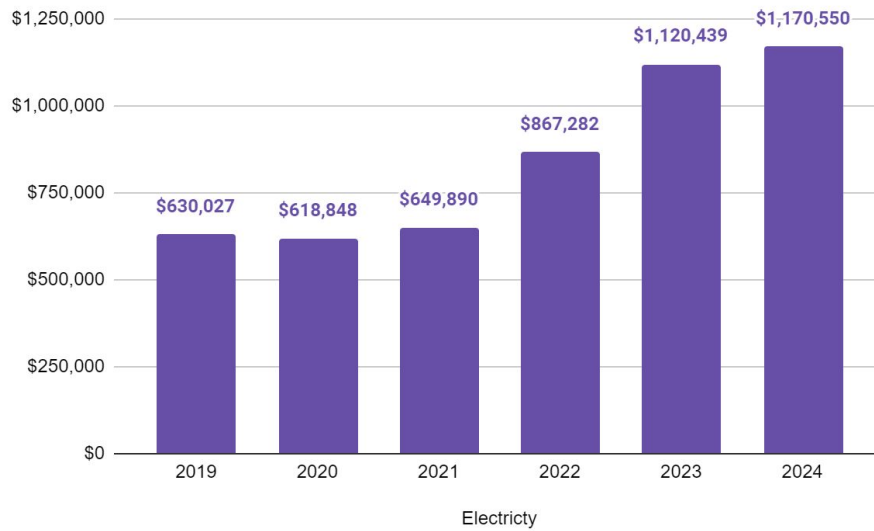
2019-2024

33.1%
Increase

#ALVARADOEXCELLENCE



Electricity Cost



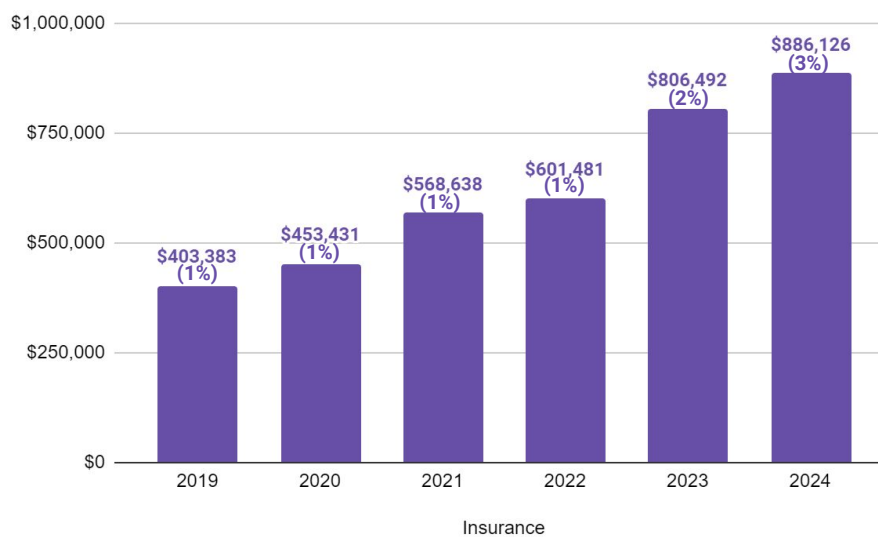
2019-2024

89.7%
Increase

#ALVARADOEXCELLENCE



Insurance Cost



2019-2024

119.7%
Increase

#ALVARADOEXCELLENCE



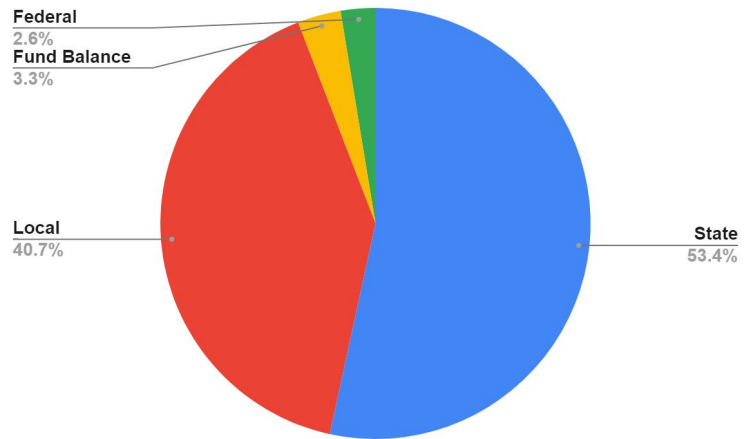
Public School Finance

A school district's budget is generated from three sources:

- State Funding
- Local Tax Effort
- Federal Funding

Other Funding

- Fund Balance



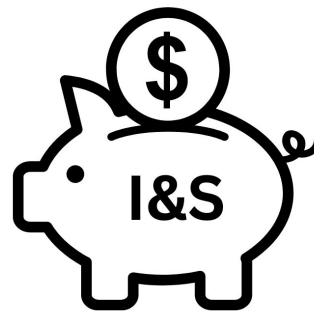
#ALVARADOEXCELLENCE



Tax Rate Basics



Salaries
Maintenance
Instructional Materials
Utilities



New Building Construction
Building Renovations
Land Purchases

#ALVARADOEXCELLENCE



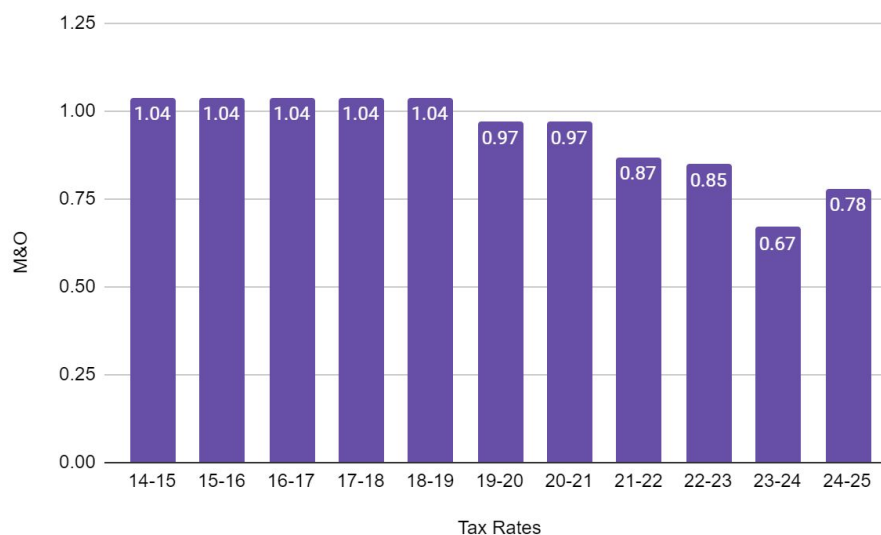
Structure of M&O Tax Rates

- Part 1
 - The first part of tax rate is the base state tax rate based on values.
 - First part for 2024-25 is 0.6169
 - The lowest statewide since 2019-2020
- Part 2
 - 17 cents can be added to the base tax rate
 - First 5 cents - School Board
 - Budgeted for a Tax Rate of 0.6669 (0.6169 Part 1 + 0.05 Part 2)
 - Next 12 cents only available through VATRE

#ALVARADOEXCELLENCE



Alvarado ISD M&O Tax Rate History

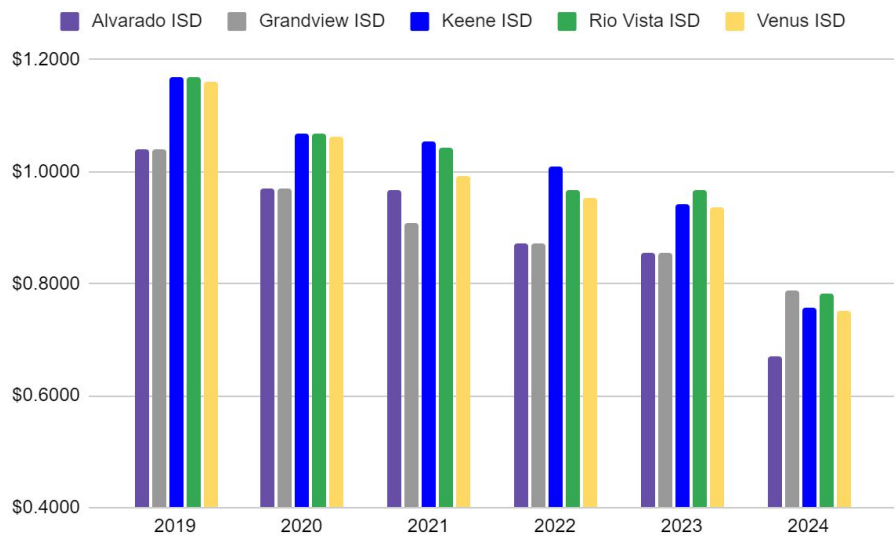


24-25 rate takes VATRE approval into account; will dip back to 0.67 without passage.

#ALVARADOEXCELLENCE



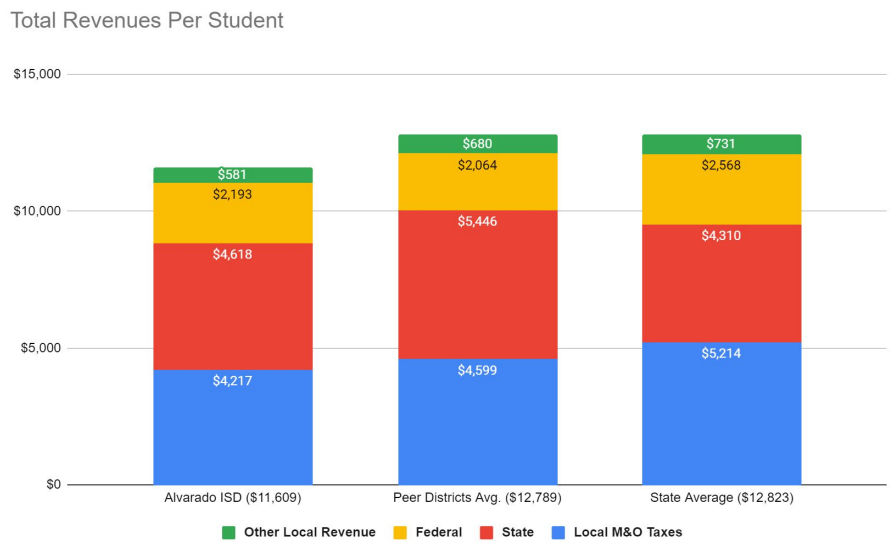
Johnson Co. ISD M&O Tax Rate History



#ALVARADOEXCELLENCE



Efficiency Audit



#ALVARADOEXCELLENCE



What Have We Done?

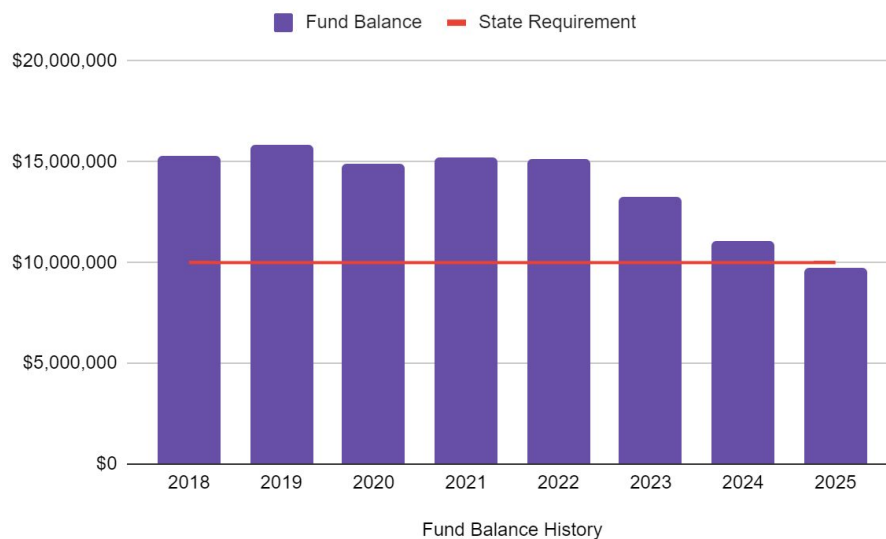
- Decreased Expenditures
 - Buses
 - School Supplies
 - Universal Breakfast
 - Reduction of Educators
 - Approximately \$1,900,000 in budget cuts from 2023-2024
 - Adopted a budget with a \$1,300,000 deficit this year
- Fund Balance
 - \$9.896 million (State requires we keep 25% - \$9.978 million)



#ALVARADOEXCELLENCE



Alvarado ISD Fund Balance History



#ALVARADOEXCELLENCE



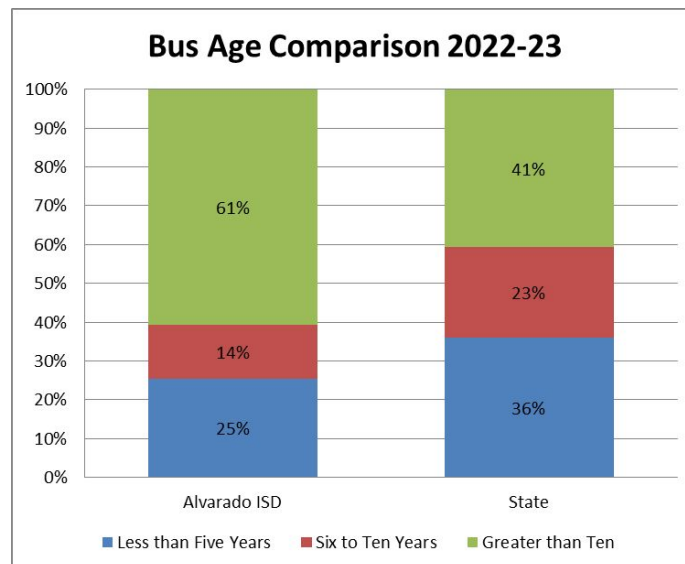
What Do We Stand To Lose?

- Low Scholar to Educator Ratios
- Quality Educators
 - Haven't been able to give a raise for 2 years
- Sufficient Funding to Make Payroll on Time
- Scholar Programs
 - Cuts to Extra-Curricular Budgets and Travel
 - Reduction of Elective Opportunities
- Deferred Maintenance
- Transportation

#ALVARADOEXCELLENCE



Bus Fleet



#ALVARADOEXCELLENCE



Teacher Pay

	YEAR 0	YEAR 5	YEAR 10	YEAR 15	YEAR 20
ALVARADO	40th	42nd	42nd	38th	22nd
BURLESON	30th	31st	32nd	28th	30th
CLEBURNE	19th	15th	17th	18th	15th
JOSHUA	20th	18th	19th	22nd	29th
MANSFIELD	1st	4th	7th	10th	5th
KENNEDALE	30th	33rd	15th	14th	14th
GODLEY	41st	39th	40th	39th	39th

#ALVARADOEXCELLENCE



How Does the VATRE Impact Homeowners?

<u>Appraised Value</u>	<u>Annual Increase*</u>	<u>Monthly Increase*</u>
\$200,000	\$120	\$10
\$250,000	\$180	\$15
\$300,000	\$240	\$20
\$350,000	\$300	\$25
\$400,000	\$360	\$30
\$450,000	\$420	\$35
\$500,000	\$480	\$40

* With \$100,000 Homestead Exemption

#ALVARADOEXCELLENCE



How Much Revenue Does a VATRE Produce?

- A VATRE will produce approximately \$3.7 million in revenue.



#ALVARADOEXCELLENCE



Where Would It Go?

- Safety and Security
 - Officers currently funded from federal grant
 - Fencing, video cameras
 - Other items not covered under safety grants
- Deferred Maintenance
 - Buses
 - Air-Conditioning units
 - Vehicles

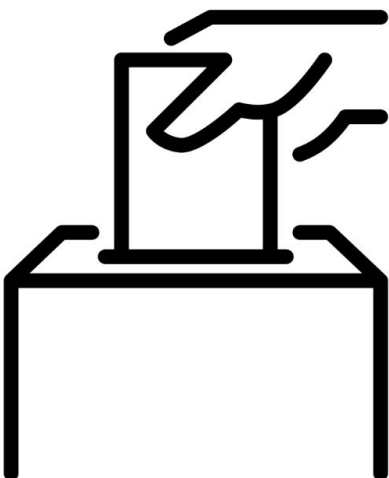
#ALVARADOEXCELLENCE



Where Would It Go?

- Competitive Pay
 - Winter 2024-2025
 - One-time stipend to all employees of \$1,800
 - Fall 2025
 - Compensation adjustments for all employees

#ALVARADOEXCELLENCE



Voter Registration Deadline:
Monday, Oct. 7

Early Voting:
Mon., Oct. 21 - Friday, Nov. 1

Election Day:
Tuesday, Nov. 5

#ALVARADOEXCELLENCE



#AlvaradoExcellence





City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Presentation on Johnson County Transportation Bond Program by Chris Bosco with Freese and Nichols on behalf of Johnson County.

BACKGROUND & FINDINGS:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Johnson County Transportation Bond Flyer



**JOHNSON
COUNTY**
TRANSPORTATION
BOND PROGRAM



Scan the QR code to learn more.
johnsoncountybond.com

Why County Bond Funding

- Local transportation funding to Support **growth**
- State and Federal **partnerships** leveraging more transportation improvements in the County
- Regional **partnerships** with NCTCOG, municipalities, and ISDs
- Expedites **Safety** Projects in support of **#EndTheStreakTX**
End the streak of daily deaths on Texas roadways.

Program Themes



**1. RR Crossings
Improvements**



**3. Feasibility /
Alignment Studies
(South & West
Corridors)**



**2. Major East/
West Arterial**



**4. Safety
and Mobility
Improvements**

Key Election Dates

August 12	Johnson County Court - Calls Election
October 21	First day of Early Voting
November 1	Last day of Early Voting
November 5	Election Day

Tax Rate

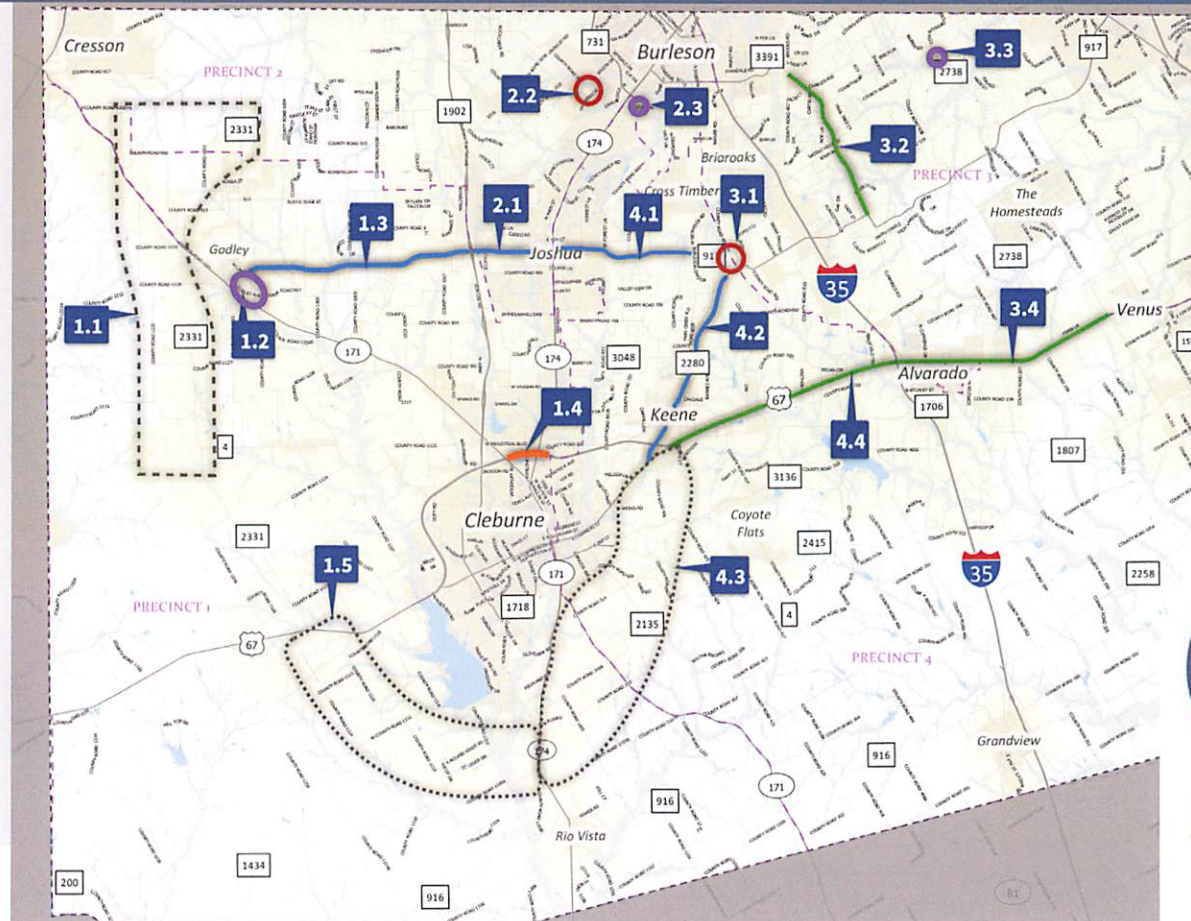
$$\begin{array}{ccccc}
 \text{House Icon} & & \text{Calculator Icon} & & \text{Person Icon} \\
 \$251,707 & \times & \$0.0099 & = & \$24.92 \\
 \text{2024 Average Taxable} & & \text{I\&S Tax Rate Increase} & & \text{Yearly Cost of Additional} \\
 \text{Home Value} & & & & \text{\$0.0099 on Owner of} \\
 & & & & \text{Average-Value Home} \\
 & & & & \text{\$2.08/monthly cost}
 \end{array}$$

Project Type

-  Alignment/Widening
-  Feasibility Study
-  Interchange/Grade Separation
-  Safety/Operational
-  Frontage Road Improvements
-  Safety/Operational Improvements



Scan the QR code to learn more.
johnsoncountybond.com



Projects by Theme



RR Crossings Improvements

- | | |
|---|-------------------------------|
| 1.1 FM 2331 (FM 4 to Spring Ranch Rd) | REALIGNMENT FEASIBILITY STUDY |
| 1.2 Downtown Godley (SH 171 to Links Drive) | SAFETY & MOBILITY |
| 1.4 US 67 Frontage Rd (SH 171 to Hix Rd) | MOBILITY IMPROVEMENTS |
| 2.2 Hulen Street | RR GRADE SEPERATION |
| 3.1 FM 917 (At Egan RR Crossing) | GRADE SEPERATION |
| 4.3 FM 2280 Extension (BUS 67 to SH 174) | FEASIBILITY STUDY |



Major East/West Arterial

- | | |
|---|-------------------|
| 1.2 Downtown Godley (SH 171 to Links Drive) | SAFETY & MOBILITY |
| 1.3 FM 917 (Segment 1) (Links Dr. to Chisholm) | SAFETY & MOBILITY |
| 2.1 FM 917 (Segment 2) (Chisholm Trail to Ave. F) | SAFETY & MOBILITY |
| 3.1 FM 917 (At Egan RR Crossing) | GRADE SEPERATION |
| 4.1 FM 917 (Segment 3)(Thomas St to Egan RR) | SAFETY & MOBILITY |



Feasibility / Alignment Studies (South & West Corridors)

- | | |
|--|-------------------------------|
| 1.1 FM 2331 (FM 4 to Spring Ranch Rd) | REALIGNMENT FEASIBILITY STUDY |
| 1.5 FM 2331 Extension (US 67 to SH 174) | FEASIBILITY STUDY |
| 4.3 FM 2280 Extension (BUS 67 to SH 174) | FEASIBILITY STUDY |



Safety and Mobility Improvements

- | | |
|---|---------------------------|
| 1.2 Downtown Godley (SH 171 to Links Drive) | SAFETY & MOBILITY |
| 1.4 US 67 Frontage Rd (SH 171 to Hix Rd) | MOBILITY IMPROVEMENTS |
| 2.3 FM 731 & CR 714 | INTERSECTION IMPROVEMENTS |
| 3.1 FM 917 (At Egan RR Crossing) | GRADE SEPERATION |
| 3.2 E. Renfro Street (CR 602 to FM 917) | SAFETY IMPROVEMENTS |
| 3.3 FM 2738 & CR 528 | INTERSECTION IMPROVEMENTS |
| 3.4 US 67 (IH-35 to CR 615) | SAFETY IMPROVEMENTS |
| 4.2 FM 2280 (US 67 to Egan) | MOBILITY IMPROVEMENTS |
| 4.4 US 67 (SPUR 102 to IH-35) | SAFETY IMPROVEMENTS |



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Workshop and discussion on updates to the City's Fee Schedule led by Jason Gray with Willdan.

BACKGROUND & FINDINGS:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

N/A



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Discussion and workshop on possible professional planning services agreement with LJA to establish temporary zoning district.

BACKGROUND & FINDINGS:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft Scope of Services

TEMPORARY DOWNTOWN ZONING: DISCUSSION SCOPE v. 2

Re: City of Alvarado
Temporary Downtown Zoning

SCOPE OF SERVICES

TASK 1: MANAGEMENT + COORDINATION

LJA will perform the following services under this task:

1.1 Schedule and Invoices. Prepare project schedule and provide periodic schedule updates on Project Check-in Calls. Provide monthly progress reports for review by the City's Project Manager. The Project is anticipated to take approximately four months, with the schedule being flexible to accommodate changes in City meetings and events. LJA will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, once authorized by the City to proceed. The schedule will be adjusted, if applicable, as needed, upon mutual understanding. Invoices for all work completed during the period will be submitted monthly for work performed within the billing period.

1.2 Project Check-in Calls. Prepare for and attend monthly coordination calls on Microsoft Teams with the Project Team, to include the Project Manager/Deputy Project Manager and an authorized representative(s) from the City able to provide direction and make decisions as applicable. Up to four coordination meetings will be held. Calls may be scheduled every other week when there is a significant amount of project activity. City will keep LJA informed of any new development activity, political context, policy changes, and relevant events to the Project.

1.3 Basecamp. Basecamp will be utilized for housing large file transfers, Project Check-in Call agendas, data, and other Project files. City shall ensure proper notifications are set up on the Project Team to receive communications accordingly.

1.4 Direction. LJA will provide direction to key team members and coordinate project tasks, events, and outreach.

TASK 2: RESEARCH

LJA will perform the following services under this task:

2.1 Research: LJA will review existing conditions, the Comprehensive Plan, and applicable regulations to gather initial context for the upcoming tasks and draft ordinance.

2.2 Regulatory Assessment. LJA will meet with the City Attorney up to two times to discuss known regulatory context for Alvarado's Downtown. Multiple approaches will be identified for discussion topics, such as land use, signage, alcohol/open container, and aesthetics. Timing restrictions and possible "sunset" provisions will also be discussed. City Staff can choose to have a representative present at the meeting(s) if desired.

TASK 3: VISIONING + DRAFT

LJA will perform the following services under this task:

3.3 Kickoff + Direction. LJA will prepare a presentation in coordination with Staff and the City Attorney covering the highlights of context established in Task 2 and request feedback and direction on the initial/temporary Downtown zoning. LJA will present, and questions will be answered between the Consultant, the City Attorney, and Staff, depending on the nature of each question. Since the ordinance is temporary in nature, no visioning or design-related theming is included with the Project.

3.3 Regulatory Refinement. LJA will meet with the City Attorney and Staff to debrief after City Council

and discuss direction for the draft ordinance and the upcoming public notification procedures based on State case law to date.

3.4 Draft Ordinance. LJA will compile and draft the ordinance based on prior tasks. It is anticipated that the ordinance will be less than 10 pages due to its temporary and basic nature. Should the draft ordinance approach work/effort that exceeds that expectation, additional services and fees will be negotiated upon the time of that understanding.

TASK 4: REVIEW + REFINEMENT

LJA will perform the following services under this task:

4.1 Distribution of Draft Ordinance. LJA will meet with the City Attorney on Teams to scroll through the draft ordinance and discuss any initial questions. LJA will send the full draft to the City Attorney for review and comment within a one week time period.

4.2 Feedback Collection. LJA will review the comments and redlines of the City Attorney, if any, and incorporate any applicable edits. LJA will provide the draft ordinance to City Staff for review. City Staff will provide one consolidated redline of questions and changes for LJA review and incorporation into the draft ordinance as applicable.

4.3 Compliance Check. LJA will distribute the updated draft ordinance to the City Attorney, if updates have been made, to ensure that the draft ordinance complies with state and federal regulations and aligns with best practices in planning and development.

Deliverables: Initial Draft Ordinance for City Attorney Review
Second Draft Ordinance for Staff Review
Third Draft Ordinance for City Attorney Review (if needed)

TASK 5: ADOPTION + CLOSEOUT

5.1 Public Notification. LJA will assist Staff in preparation of the public notification procedures and materials. LJA can provide a draft property owner notice and legal notice, if requested by Staff. Staff will publish and send all required notifications within the required timeframes. Property signs may also be advised by the City Attorney, and LJA can provide a design for the signs, if requested by Staff, to be coordinated, printed, and installed by Staff.

5.2 Public Hearing Process. LJA will prepare for, attend meetings for, and make presentations for the public hearing process for adoption.

- LJA will submit a Public Hearing Draft PDF for Public Hearing.
- LJA will prepare a PowerPoint Presentation for Public Hearing.
- LJA will attend and present at a Planning and Zoning Commission Public Hearing and a City Council Public Hearing.

5.3 Final Revisions. LJA will address any minor revisions that came from the public hearing process conditions of approval (if applicable).

5.4 Final Document. LJA will email a high-resolution PDF (for printing).

Deliverables: Draft Property Owner Notice
Draft Legal Notice
Draft Property Owner Sign
Draft Ordinance in PDF format
Final Ordinance in PDF format

GENERAL CONDITIONS

Work requests within this Scope of Work shall be documented via email from City to Consultant, with any associated clarification of timeline/deadline, estimated level of effort, and/or task considerations as applicable.

COMPENSATION SCHEDULE

CODES + REVIEW

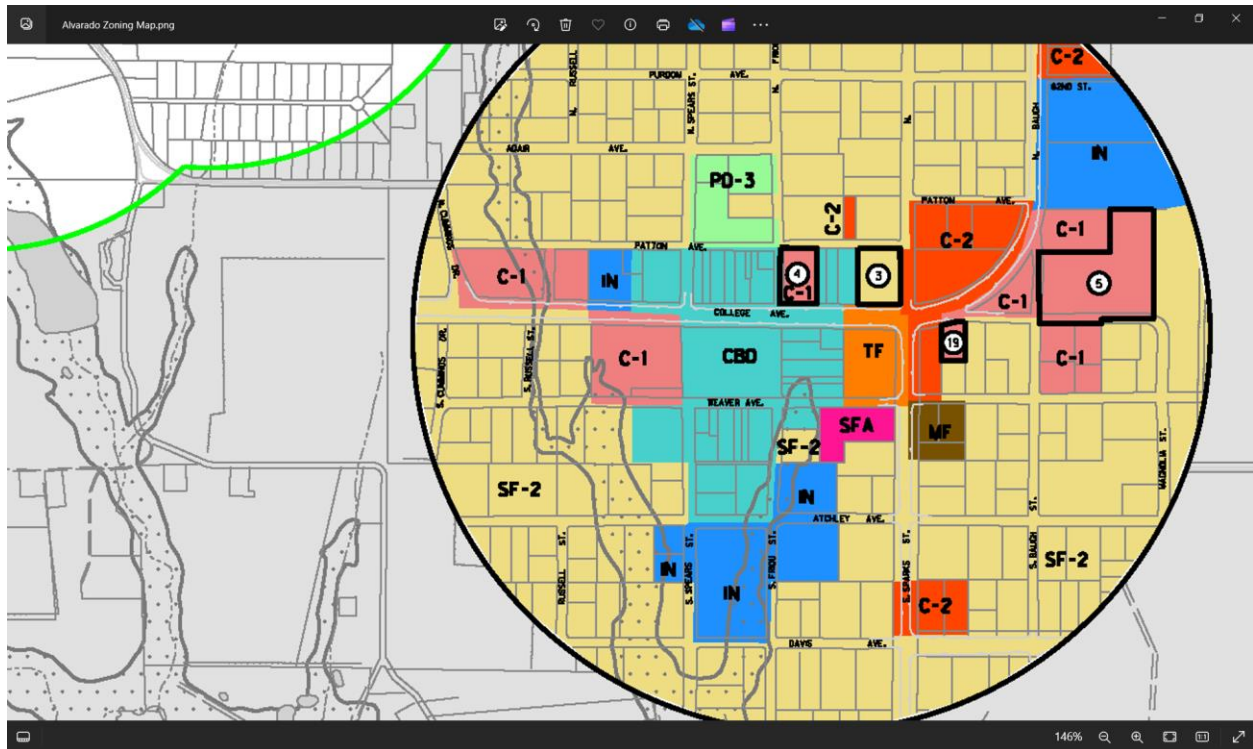
926	Draft Ordinance	Lump Sum	\$22,000
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ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at LJA's then current hourly rates or at an agreed upon lump sum amount. Additional Services, including but not limited to the following, are not included in this Agreement:

- Online Zoning Ordinance Management
- Development Review
- Downtown Code
- Downtown Master Plan
- Capital Improvement Plan
- Market Study
- Public Outreach/Engagement beyond Staff, P&Z, and City Council meetings and required notifications as detailed within the Scope of Work

Location Map—CBD area?





City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action to approve the application of David Lewis with Spry Surveyors on behalf of Alvarado 35/67, LLC for approval of a replat to create Lots 2R1 and 4, Block A of the CVS-Alvarado Addition being 8.04 acres, approximately addressed at 6198 S. IH-35W.

BACKGROUND & FINDINGS:

The replat application was submitted and deemed administratively complete on September 19, 2024. Per Section 34-36.c of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of replat,
- (2) Take one of the following actions.
 - a. Approve.
 - b. Approve with conditions.
 - c. Disapprove with reasons.

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Interstate Business, which generally includes big box retail and lifestyle shopping centers along the IH-35W corridor that will increase the non-residential tax revenue for the City and attract residents and visitors.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On October 15, 2024, the Planning & Zoning Commission recommended Council approve by a 3-0 vote.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Replat
Engineering Plans (Available Upon Request)



PLAT APPLICATION

Office Use Only

Clerk: _____ Project#: _____
Fee: \$ _____
Date Pd: _____ Check# or Cash: _____
Receipt#: _____ Received by: _____

Please submit all plat documents and ensure they are in compliance with the City of Alvarado Subdivision Ordinance.

Type of Plat

☐ Preliminary Plat ☒ Final Plat ☐ Plat Revision ☐ Administrative Plat

Title of Plat cvs-Alvarado Addition

Total Lots 2 Total Acres 8.040 Current Zoning C-2

Subdivision Name cvs-Alvarado Addition Lots 2R-1 & 4 Block(s) A

Survey Name(s) John Dixon Abstract No.(s) 214 Tract(s) _____

Address/Location _____

Applicant

Company or Name Spry Surveyors

Contact Name David Lewis

Address 8241 Mid-Cities Blvd., Ste 102 City North Richland Hills State TX Zip 76182

Telephone 817-776-4049 Email spry@sprysurveyors.com

Owner (If Different)

Company or Name Alvarado 35/67, LLC

Contact Name _____

Address 3231 Harwood Road City Bedford State TX Zip 76021

Telephone _____ Email _____

I further understand that this request will be placed on the appropriate Planning & Zoning Commission and City Council agendas and must meet requirements of the Subdivision Regulations. All plats must be accepted in writing. A plat is not considered filed until accepted by the City Council.

Signature of Applicant, Owner, or Authorized Agent

Date

Planning Official

Fee: \$

Date of P&Z Meeting

Date of Council Meeting

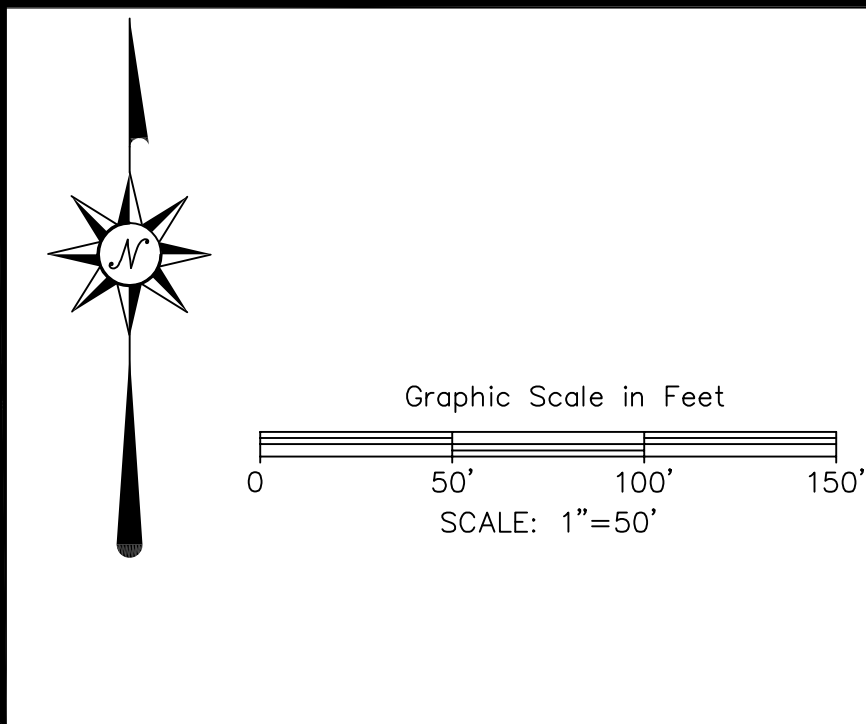
Signature of Planning Official

Received By

Date Received

Date Approved





EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 86°26'11" W	17.81'
L2	S 78°33'49" W	45.00'
L3	N 11°26'11" W	14.77'
L4	N 08°56'59" E	16.29'
L5	S 11°26'11" E	4.80'
L6	S 78°33'49" W	7.23'

EASEMENT CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	3.85'	3.84'	N 88°38'19" W	4°24'23"
C2	50.00'	3.13'	3.13'	N 88°33'56" W	3°35'20"
C3	19.50'	6.94'	6.90'	N 01°14'36" W	20°23'10"
C4	20.50'	7.31'	7.27'	N 01°15'41" E	20°25'18"
C5	16.00'	17.85'	17.59'	S 05°34'21" W	34°05'22"
C6	15.17'	32.74'	26.74'	N 39°31'14" E	12°34'02"32"

1. This Plat is issued in conjunction with the Commitment for Title Insurance, prepared by First American Title Guaranty Company, C.F. No. 2860498-DP-W60, effective date: February 21, 2014. This Land Title Survey reflects the easements and building lines along with other documented restrictions, of record which have been reported to this Surveyor in Schedule "B" of said Commitment for Title Insurance. Surveyor has performed no additional research for documented restrictions to the land.
2. All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone.
3. The Surveyor has not physically located any underground utilities and/or improvements which may be located under or near the subject property.
4. Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State plotting statutes and is subject to fines and withholding of utilities and building permits.
5. According to the Flood Insurance Rate Map No. 48251C0215J, published by the Federal Emergency Management Agency, dated: December 4, 2012, the surveyed property shown hereon does not lie within any special flood hazard area inundated by the 100-year flood.
6. Unless otherwise noted, all boundary and/or lot corners for the subject property shown hereon are 1/2" iron rods set with a cap stamped "SPRY 5647".

Witness our hands this _____ day of _____, 2024

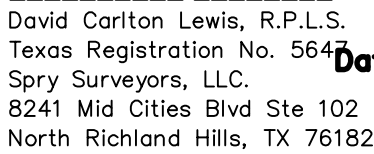
Given under my hand and seal of office, this _____ day of _____, 2024

Notary Signature _____ Notary Stamp _____

KNOW ALL MEN BY THESE PRESENTS

That I, David Carlton Lewis, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Professional Land Surveying Practices Act.

David Carlton Lewis
R.P.L.S. No. 5647
Date: September 13, 2024



Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared DAVID CARLTON LEWIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Signature _____ Notary Stamp _____

The Purpose of this replat is to subdivide existing Lot 2R-1, Block A, CVS-Alvarado Addition into two commercial lots.

A FINAL PLAT OF
LOTS 2R-1 & 4, BLOCK A
CVS-ALVARADO ADDITION
AN ADDITION TO THE CITY OF ALVARADO, WHICH IS
AN A REPLAT OF LOT 2R, BLOCK A, CVS-ALVARADO
ADDITION, JOHNSON COUNTY, TEXAS,
8.040 ACRES
IN THE JOHN DIXON SURVEY, A - 214
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

PLAT-xxxxxx-2024
SEPTEMBER 2024

PLAT FILED _____
INSTRUMENT _____
DRAWER _____ SLIDE _____

JOHNSON COUNTY CLERK
BY _____, DEPUTY CLERK

Approved this ____ day of _____, 2024, by the director of community development of the City of Alvarado, Texas, as authorized by section 4.6 of the Subdivision Ordinance (section 34–38 of the City Code) of the City of Alvarado, Texas

Director of Community Development

City Secretary

SURVEYOR: Spry Surveyors, LLC
8241 Mid-Cities Blvd., Ste.102
North Richland Hills, TX 76182
Phone: 817-776-4049
Firm Reg. No. 10112000
Spry Project No. 127-002-30

ENGINEER: Hamilton Duffy, P.C.
E.S.&C.M., Inc.
8241 Mid-Cities Blvd., Ste.100
North Richland Hills, TX 76182
Phone: 817-268-0408

OWNER: Alvarado 35/67, LL
3231 Harwood Road
Bedford, TX 76021



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Beth A Walls, Director of Human Resources

AGENDA ITEM: Consideration and action to award RFQ for Ward Redistricting and Mapping of the City of Alvarado, Texas. (Walls)

BACKGROUND AND FINDINGS:

Alvarado's City Council members represent wards that are intended to reflect equalized populations. Therefore, their sizes and shapes must be redefined every 10 years to reflect population growth or decline and other demographic changes. *Redistricting*, then, is the process of redrawing district boundaries to guarantee equal voter representation through equal, or equivalent, population counts.

The current geographical wards were most recently drawn in 1995 using 1990 United States Census results that show that the City had a population of 2,918. I cannot find any mention looking at agendas or minutes of any kind of analysis since then.

The 2020 census shows the population at 4,739 and a 2024 estimate shows us at 6,655. So, it's definitely time for a redistricting.

An RFQ was published to find a firm that could conduct this study for us. We had three responses to the RFQ. They were:

ARCBridge	Sterling, VA
Citygate GIS	Annapolis, MD
DNRBS&Z	San Antonio, TX

STAFF RECOMMENDATION:

The RFQ provided evaluation criteria which included responsiveness, experience, qualifications of all staff assigned, and price.

Staff is recommending that we award the work to DNRBS&Z for several reasons.

- 1) We asked for realistic time estimates and an outline of the approach- DNRBS&Z was the only RFQ that clearly provided that.
- 2) We were looking for an organization that could provide a list of entities of similar size or larger where they had done prior demographic/redistricting services. DNRBS&Z was the only RFQ that provided multiple cities close to our size. The others had done all larger cities.
- 3) They are based in San Antonio while the others were based in east coast cities.

- 4) The other two indicated that work needed to be done by our staff.
- 5) It's always a good thing when the organization you feel best suits the needs of the project also happens to be the lowest bidder. Fortunately, that was the case with this RFQ

ARCBridge	\$19,050
Citygate GIS	\$22,000
DNRBS&Z	\$13,150

MANAGEMENT REVIEW:

Paul DeBuff

ATTACHMENTS:

DNRBS&Z Response to the RFQ

San Antonio | Austin | Rio Grande Valley | Texas Gulf Coast

2517 N. Main Avenue | San Antonio, Texas 78212-4685

V 210-227-3243 | F 210-225-4481

August 23, 2024

City of Alvarado
ATTN: City Secretary's Office
104 College Ave
Alvarado, TX 76009

Email: wallsb@cityofalvarado.org

Re: Response to Request for Qualifications for Professional Services

Dear Ms. Walls:

Denton Navarro Rodriguez Bernal Santee & Zech, P.C., along with Kleinfelder are pleased to submit this Response to the Request for Qualifications for Professional Services to the City of Alvarado.

Our Firm focuses its practice on the representation of local governments and providing legal services in all areas of local government law, including, but not limited to labor and employment law, open government, economic development issues, land use and other government issues as more fully described in our response.

We propose retention of the Firm as its Special Counsel for redistricting/reapportionment and Kleinfelder for the related Geospatial Services. T. Daniel Santee will serve as the primary attorney assigned, with Cynthia Trevino and Megan R. Santee assisting out of the San Antonio office for DNRBS&Z. Other attorneys in our Firm will help as needed to ensure the most efficient representation. Spencer Padgett will serve as the primary Specialist for Kleinfelder. Other specialists and Staff Professionals may assist as needed.

Attached is a copy of our Response. You may call (210) 227-3243 or email tdsantee@rampagelaw.com for any questions the City of Alvarado may have about our response. We would welcome the opportunity to discuss our proposal and Firm with the City Council when interviews are scheduled.

Sincerely yours,

DENTON NAVARRO RODRIGUEZ BERNAL
SANTEE & ZECH, A Professional Corporation



T. DANIEL SANTEE



T. Daniel Santee, Shareholder

**2517 N. Main
San Antonio, TX 78212
(210) 227-3243
www.rampagelaw.com**

John Barnard, Director

**7401B Hwy 71 West, Ste. 160
Austin, TX 78735
(512) 926-6650
www.kleinfelder.com**

**RESPONSE TO THE CITY OF ALVARADO'S
REQUEST FOR QUALIFICATIONS
for
PROFESSIONAL SERVICES**

**Submitted:
August 23, 2024**

1. Statement of Qualifications

Letter of Understanding to Specifications from the responsible principal and ability to adhere to all federal, state, and local statutes/ordinances. Briefly describe the method of how the law firm will provide legal and GIS technical services to the City. In addition, discuss the firm's approach with regard to clerical support and preparation of any necessary legal documents.

Denton Navarro Rodriguez Bernal Santee & Zech, P.C. ("DNRBS&Z") focuses its practice on the representation of local governments and providing legal services in all areas of local government law, including the need for those clients divided into single member districts/wards to redistrict/reapportion based upon their population after each census. We are ready to begin work analyzing your current wards. We will evaluate and compare the existing population distribution to the new data and coordinate with the City to develop a process for the City Council to redraw ward boundaries in a manner that complies with state and federal law.

After the 2020 census, DNRBS&Z assisted the cities of Castroville, Del Rio, Gonzales, Hitchcock, Rockport, Stockdale, and Sweetwater with redistricting and/or issues related to redistricting/reapportionment. We rely upon census tract data and growth patterns reflected in that data to achieve the most appropriate distribution of the populace taking into account the applicable federal guidelines. Going into the process, we look to the elected and appointed City officials to provide their perspective on any areas of concern. Additionally, we would recommend a kick-off presentation to inform the public about the process and their role in that process.

In these efforts, we are again very excited to be partnering with Kleinfelder for the geospatial expertise needed to accomplish this project in the most accurate and efficient manner. Kleinfelder will utilize geographic information systems technology to analyze and present the necessary data points to compare the existing maps and population distribution with those we are able to develop through the process.

Kleinfelder specializes in using Geographic Information Systems during all phases of project development. They have full-featured GIS capabilities regionally distributed across the contiguous US, Hawaii, and Australia, and expertise with the entire suite of Esri ArcGIS 10.x and ArcGIS Pro 3.x software, including extensions and ArcGIS Online/ArcGIS Enterprise Portals. These tools are well-suited for data collection, integration and performing spatial analyses on a large variety of data possibilities. Given the unique ability to overlay, query and georeference data in a variety of digital formats, the analytical power of GIS is essential for a complete assessment of environmental and cultural resource issues.

Kleinfelder's GIS services expand from field data collection and mapping to web application development and support the company's various project types. Their GIS architecture, based on ESRI® technology, enables our team to share data and workflows efficiently across our multiple offices. They use ArcGIS software with other scientific and engineering modeling solutions to provide state-of-the-art analysis and visuals, and we also interface our GIS technology with the latest CAD software for engineering and construction design.

Kleinfelder's proprietary field reporting software, FieldNet, enables their staff to collect data, prepare deliverables, effortlessly upload information to data management systems, and automatically generate reports using tablets in the field.

2. Scope of Work/Projected Budget

The submission should briefly describe the time frame, staff assignment, estimated number of hours and hourly rate for staffing assigned to this project, and an overall quote for services, including the initial analysis and redistricting services to its completion.

The City is asking the firm to: Prepare and present in report form an initial analysis to determine the need to change ward boundaries, create new wards, or reconfigure wards; Analyze and evaluate ward population needs to be rebalanced using the 2020 United States Census figures for the City of Alvarado; Prepare and present proposed division of the City into three (3) wards, with even distribution of population among the three areas to the limited extent necessary to avoid adversely impacting voting rights and observing the one-person, one-vote principle of the United States Constitution and the nondiscrimination requirements of the Voting Rights Act; Prepare and present alternative divisions of the City into additional voting wards or mixed ward and at-large voting configuration, as deemed advisable and necessary; Use natural and recognizable boundaries (streets, waterways, etc.) for the wards whenever possible (this method is preferred); Where appropriate or necessary, use Census tracts and Census blocks to draw ward lines; Consider anticipated future growth, including pending annexation; Collect and analyze data and prepare it in written form for review by City officials; Perform the redistricting process with individuals trained in conducting redistricting in an unbiased manner; Provide an overall quote for the initial analysis and detailed budget for providing redistricting services; Prepare for and attend at least one (1) public hearing to be held after the Council's work session and prior to approval to present options to the Citizens regarding recommendations; Prepare and present a final report to the City Council for adoption no later than September 15, 2025; Use of redistricting software is preferred, firm must have the ability to provide detailed maps in digital or printed format, and provide the finalized mapping Shapefiles to the City; Firm is expected to work closely with the City addressing needs specific to Alvarado and provide a final product that will be useful until the next redistricting cycle; Firm must work with and coordinate with the US Census Bureau, if necessary, to minimize any undercount of persons in the City; Firm must be responsible for preparing, developing, recommending and presenting redistricting plans for City Council discussion and consideration; and the firm must submit adopted redistricting plans to the Texas Secretary of State for approval.

Our law Firm is focused on representing local governments, their officials and employees. With the Firm's experience, and with the coordinated efforts from Kleinfelder, we believe we have a comprehensive understanding of the scope of work mentioned above to also include all federal, state, and local statutes/ordinances.

We propose retention of the Firm as its Special Counsel for redistricting/reapportionment and Kleinfelder for the related Geospatial Services. T. Daniel Santee will serve as the primary attorney assigned, with Cynthia Trevino and Megan R. Santee assisting out of the San Antonio office for DNRBS&Z. Other attorneys in our Firm will help as needed to ensure the most efficient representation. Spencer Padgett will serve as the primary Specialist for Kleinfelder. Other specialists and Staff Professionals may assist as needed.

T. Daniel Santee, II is a Shareholder with DNRBS&Z. He earned his Bachelor of Arts-Psychology from Baylor University in 1991, and his Juris Doctor from St. Mary's University School of Law

in 1994. Mr. Santee was admitted to the State Bar of Texas in 1995. Mr. Santee is experienced in local government and municipal law, economic development, Texas Public Information Act, Open Meetings Act, ordinance and resolution drafting, and municipal prosecuting, with expertise in land use, ordinance and code provisions, and Chapter 380 Economic Development agreements. He is admitted to practice before the United States District Court for the Northern District of Texas. He holds merit certification for distinguished service in municipal law. He led the firm's redistricting work following the 2020 census.

Cynthia X. Trevino is a Partner with DNRBS&Z. She earned her Bachelor of Arts Degree in Psychology from Texas A&M University at San Antonio in 2009, and her Juris Doctor from St. Mary's University School of Law in 2013. Mrs. Trevino was admitted to the State Bar of Texas in 2013. She has 9 years of legal experience, 8 years of municipal legal experience, and 7 years of economic development legal experience. Mrs. Trevino is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolution drafting, and municipal prosecuting, with expertise in land use, condemnation, economic development, eminent domain, annexation, and real estate transactions. She is admitted to practice before the United States District Court for the Western District of Texas. Ms. Trevino has assisted multiple cities with redistricting.

Megan R. Santee is a Partner with DNRBS&Z. She earned her Bachelor of Arts from Baylor University in 1991, and her Juris Doctor from Texas A&M University School of Law in 1997. Mrs. Santee was admitted to the State Bar of Texas in 1997. She has 21 years of municipal legal experience, 7 years of economic development legal experience, and 8 years of prior municipal management experience as the Executive Director of a Municipal Housing Authority, Assistant Director of Planning and Community Development, and as a Director of Public Works. Mrs. Santee is experienced in litigation, appeals, local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolution drafting, and municipal prosecuting, personnel policies, briefing and motions, employment issues, purchasing, economic development, planning, and land use issues. She also has legal experience as a Briefing Attorney for the Eleventh District Court of Appeals. She is admitted to practice before the United States District Court for the Northern District. Mrs. Santee has also assisted multiple cities with redistricting.

Spencer Padgett is a GIS Specialist with Kleinfelder. He earned his Bachelor's Degree in City Urban Community and Regional Planning from the University of Arizona in 2024 and he earned his Masters Degree in Geographic Information Science, from the University of Arizona in 2013. He used GIS and 2020 census data to help redistrict voting district boundaries in Gonzales, Del Rio, Rockport, Hitchcock, Sweetwater, Ballinger, Castroville, and Stockdale for the upcoming election cycle. Mr. Padgett created and maintained a city-wide GIS database for multiple departments. Appended and QA/QC new data from engineers and surveyors for utilities, zoning, construction, and parcel information from the Central Appraisal District. As a GIS Specialist, he transcribed data from a CAD format into a maintained geographic database for eventual submittal.

DNRBS&Z, along with Kleinfelder, will meet with City staff to discuss the project and proposed timeline, review and analyze initial maps with updated data, calculate and prepare maximum deviation, review scenarios for re-apportionment, attend necessary meetings, correspond with City

staff on updates; provide wording for agenda language, provide mapping options, provide and present a presentation, prepare the proper ordinances, and any other necessary assignments that may come up during the project.

Proposed DNRBS&Z Fees

Special Counsel Rates: Shareholder \$350, Partner \$325, Senior Associate and Of Counsel \$300, Associates \$275, and Paralegal \$130

Approximate time for DNRBS&Z staff will be:

Shareholder: 10-20 hours

Paralegal: 1-5 hours

Our Firm's overall quote is \$7,650.00. This does not include any mileage reimbursements.

Proposed Kleinfelder Fees

Kleinfelder GIS Support Rates: Senior Program Manager \$290, Staff Professional \$150

Approximate time for Kleinfelder staff will be:

Senior Program Manager: 1-5 hours

Staff Professional: 20-30 hours

Kleinfelder's overall quote is \$5,500.00. This does not include any mileage reimbursements.

OVERALL ESTIMATED BUDGET: \$13,150.00

3. Experience/References

Experience of prior work must include at least five (5) references for prior redistricting services for entities of a similar size and scope of work.

After the 2020 census, DNRBS&Z along with Doucet and Associates (a Kleinfelder Company) assisted the cities of Castroville, Del Rio, Gonzales, Hitchcock, Rockport, Stockdale, and Sweetwater with redistricting and/or issues related to redistricting/re-apportionment. We rely upon census tract data and growth patterns reflected in that data to achieve the most appropriate distribution of the populace taking into account the applicable federal guidelines. Going into the process, we look to the elected and appointed City officials to provide their perspective on any areas of concern. Additionally, we would recommend a kick-off presentation to inform the public about the process and their role in that process.

References:

1. City of Castroville
Scott Dixon, City Administrator
1209 Fiorella Street
Castroville, TX 78009
(830) 931-4070
2. City of Del Rio
Manuel Chavez, Interim City Manager
109 West Broadway
Del Rio, TX 78840
(830) 774-8500
3. City of Gonzales
Kristina Vega, City Secretary
820 St. Joseph St.
Gonzales, TX 78629
(830) 672-2815
4. City of Hitchcock
Marie Gelles, City Manager
8102 Highway 6
Hitchcock, TX 77563
(409) 986-5591
5. City of Sweetwater
David Vela, City Manager
200 East Fourth Street
Sweetwater, TX 79556
(325) 236-6313

Include a list of all Texas government entities that your firm has done business with over the last 10 years.

Below is a list of DNRBS&Z clients that our firm has done business with over the last 10 years. Contact information can be provided upon request.

CITY ATTORNEY			
City of Ballinger	City of Bandera	City of Bee Cave	City of Brady
City of Bulverde	City of Burnet	City of Caldwell	City of Castroville
City of Charlotte	City of China Grove	City of Christine	City of Cibolo
City of Copperas Cove	City of Del Rio	City of Fair Oaks Ranch	City of Falfurrias
City of Falls City	City of Floresville	City of Garden ridge	City of Gonzales
City of Hallettsville	City of Jayton	City of Jourdanton	City of Kirby
City of La Feria	City of La Vernia	City of Leon Valley	City of Live Oak
City of Mason	City of Natalia	City of New Berlin	City of Olmos Park
City of Pflugerville	City of Poth	City of Prairie View	City of Rio Hondo
City of Rollingwood	City of Saint Hedwig	City of Santa Fe	City of Schertz
City of Shavano Park	City of South Padre Island	City of Stockdale	City of Tye
City of Universal City	City of Von Ormy	City of Waelder	City of Willis
City of Wimberley	Town of Hollywood Park	Town of San Felipe	City of Rockport

MUNICIPAL COURT			
City of Ballinger	City of Bee Cave	City of Brady	City of Bulverde
City of Charlotte	City of Comanche	City of Copperas Cove	City of Del Rio
City of Fair Oaks Ranch	City of Falfurrias	City of Floresville	City of Gonzales
City of Hallettsville	City of Jourdanton	City of La Vernia	City of Leon Valley
City of Live Oak	City of Pflugerville	City of Poth	City of Saint Hedwig
City of Schertz	City of Stockdale	City of Universal City	City of Waelder

SPECIAL COUNSEL			
AACOG	Bandera Central Appraisal District	Bastrop County WCID #2	Cameron County Regional Mobility Authority
Cibolo Creek Municipal Authority	City of Abilene	City of Alice	City of Alvin
City of Aransas Pass	City of Austin	City of Bangs	City of Bay City
City of Big Spring	City of Boerne	City of Brownsville	City of Castle Hills
City of Cedar Park	City of Coleman	City of Converse	City of Denton
City of Devine	City of Eagle Pass	City of Edinburg	City of El Paso
City of Galveston	City of Gregory	City of Jefferson	City of Lago Vista
City of mason	City of Pharr	City of Robstown	City of San Juan
City of Seabrook	City of Sterling City	City of Sweetwater	City of Victoria
City of Windcrest	Harlingen Waterworks System	Topical Texas Behavioral Health	Web County Tax Assessor
Water Control and Improvement District #3	Wilson County Juvenile Probation Dept.	Willacy County Navigation District	

GENERAL COUNSEL			
Austin URA	Cameron County Civil Service Commission	Capital Area Council of Governments	City of Garden Ridge Quarry
City of Kerrville	City of Laredo	City of San Antonio	City of Victoria
City South Mgt. Authority	Comal County Emergency Service District #1	Cow Creek Groundwater Conservation District	Kendall County
Kerr County	Pflugerville TIRZ	Robstown TIRZ	San Antonio Housing Trust Foundation
San Antonio MUD #1	Schertz TIRZ	Seguin Housing Authority	

ECONOMIC DEVELOPMENT CORPORATIONS			
Bastrop EDC	Bee Cave EDC	Brady EDC	Fair Oaks Ranch MDD
La Feria EDC	Floresville EDC	Fulshear EDC	Gonzales EDC
Hallettsville 4A Mfg. Development Corp.	Hallettsville 4B Business Development Corp.	Hitchcock EDC	Jefferson EDC
Kingsland MUD	La Vernia MDD	Live Oak EDC	Olmos Park EDC
Poth EDC	Prairie View EDC	Rollingwood EDC	Schertz EDC
Stockdale EDC	Universal City EDC		

PLANNING SERVICES			
City of Bandera	City of Bulverde	City of Castroville	City of Charlotte
City of China Grove	City of Del Rio	City of Fair Oaks Ranch	City of Falfurrias
City of Floresville	City of Garden Ridge	City of Gonzales	City of La Feria
City of La Vernia	City of Live Oak	City of Natalia	City of Olmos Park
City of Poth	City of Saint Hedwig		

Below is a list of Doucet and Associates (a Kleinfelder Company) clients that they have done business with over the last 10 years.

Doucet's Past Government Clients

Doucet has provided professional engineering services for numerous public entities including the following:

- Alvin
- Austin
- Bastrop
- Bay City
- Bee Cave
- Beeville
- Boerne
- Bryan
- Buda
- Bulverde
- Caldwell County
- Cedar Park
- Cibolo
- Copperas Cove
- Cuero
- Dallas
- Dripping Springs
- Farmers Branch
- Georgetown
- Gonzales
- Hutto
- Karnes County
- Kendleton
- Kerrville
- Kingsville
- Kyle
- Lago Vista
- Lakeway
- Leander
- Lockhart
- Lufkin
- Manor
- Marble Falls
- Martindale
- Medford
- Mountain City
- Paris
- Pflugerville
- Richardson
- Rockdale
- Cedar Park
- San Angelo
- San Antonio
- San Marcos
- Seguin
- Springfield
- Victoria
- Temple
- Travis County
- Westlake Hills
- Williamson County
- Windcrest
- Woodcreek
- Yorktown



City Council Meeting Management Report

Meeting Date: October 21, 2024

Contact: Hillary Cromer

AGENDA ITEM: Public hearing, consideration and action to approve Resolution No. R2024-0021, adopting guidelines and criteria governing Tax Abatement Agreements pursuant to Chapter 312 of the Texas Tax Code, and providing an effective date.

BACKGROUND AND FINDINGS:

The City of Alvarado aims to promote high-quality development and improve the quality of life for our residents. As part of this commitment, staff recommends adopting a tax abatement policy to stimulate economic growth. While tax abatements would be considered on a case-by-case basis, this policy will serve as an additional tool for attracting new businesses and encouraging expansion or modernization of existing facilities.

PROCESS

The proposed tax abatement policy will provide tax exemptions for eligible properties within designated reinvestment zones. The policy outlines specific criteria applicants must meet, including job creation, fiscal impact, and community benefits. Applications will be thoroughly reviewed by staff and presented to the City Council for final approval.

The policy will enhance our ability to attract new businesses and incentivize existing businesses to expand or modernize. However, in most cases, we will follow our attorney's advice and prioritize the use of 380 agreements to ensure that the city's long-term interests are best served. By adding the proposed tax abatement policy, we are adding another economic development tool to our toolbox.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing, consider and take action to approve Resolution No. R2024-0021, adopting guidelines and criteria governing Tax Abatement Agreements pursuant to Chapter 312 of the Texas Tax Code effective October 1, 2024.

MANAGEMENT REVIEW:

ATTACHMENTS:

Proposed Policy and Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, ADOPTING
GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT
AGREEMENTS PURSUANT TO CHAPTER 312 OF THE TEXAS TAX
CODE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Alvarado (the “City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the future economic viability of the City of Alvarado depends on the ability to attract new investments through the location of new businesses and the expansion and modernization of existing businesses; and

WHEREAS, the City Council has determined that the creation and retention of job opportunities that result from new economic development is in the best interest of the City of Alvarado; and

WHEREAS, the establishment of economic development incentives such as tax abatements may encourage enhancement of the local economy; and

WHEREAS, the City Council wishes to adopt guidelines and criteria governing tax abatement agreements; and

WHEREAS, the guidelines and criteria adopted herein authorize tax abatement for both new facilities and structures and for the expansion or modernization of existing facilities and structures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, THAT:

SECTION 1

The City Council does hereby adopt the Guidelines and Criteria for Alvarado Tax Abatement Policy Statement (“Tax Abatement Policy”), attached hereto as **Exhibit A** and incorporated herein for all purposes. This Tax Abatement Policy shall govern all tax abatement matters considered by the City from and after the date of this Resolution, until said policy expires or is repealed or amended as provided by law.

SECTION 2

The Tax Abatement policy is effective for two (2) years from the date of adoption. During that period, the Tax Abatement policy may be amended or repealed only by a vote of 3/4 of the members of the City Council. Said Tax Abatement policy is intended as a guide for use in developing tax abatement programs and agreements under the provisions of Chapter 312 of the Texas Tax Code.

SECTION 3

The City of Alvarado intends to consider providing tax abatements and hereby elects to become eligible to participate in tax abatement.

SECTION 4

The adoption of the Tax Abatement Policy and the City's election to become eligible to participate in tax abatement as provided herein shall not be construed to require the City of Alvarado to approve any proposed tax abatement agreement which meets the requirements of the policy. Tax abatements shall be reviewed on a case by case basis and shall be granted only where the City Council determines in its sole discretion that the tax abatement is in the best interest of the citizens of Alvarado.

PASSED AND APPROVED on this ____ day of _____, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth Walls, City Secretary

Exhibit A

GUIDELINES AND CRITERIA FOR ALVARADO TAX ABATEMENT POLICY STATEMENT

1. GENERAL PURPOSE AND OBJECTIVES

The City of Alvarado (the "City") is committed to the promotion of high-quality development and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City will, on a case-by-case basis, consider providing tax abatement as stimulation for economic development. It is the policy of the City that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City is under any obligation to provide tax abatement to any applicant. All applications shall be considered on a case-by-case basis.

2. DEFINITIONS

- A. "Abatement" means the full or partial exemption for ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.
- B. "Agreement" means a contractual agreement between a property owner and a taxing jurisdiction for the purpose of tax abatement.
- C. "Base Year Value" means the assessed value of the applicant's property located in designated reinvestment zone on January 1st of the year of the execution of the agreement plus the agreed upon value of property improvements made after January 1st but before execution of the agreement.
- D. "Economic Life" means the number of years a property is expected to be in service in a facility.
- E. "Expansion" means the addition of buildings, structures, fixed machinery, or equipment for the purpose of increasing production capacity.
- F. "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- G. "Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing, or completion of deferred maintenance.

- H. "New facility" means a property previously undeveloped, which is placed into service by means other than expansion or modernization.
- I. "Reinvestment Zone" is an area designated as such for the purpose of tax abatement as authorized by V.T.C.A. Tax 5312.001 *et seq.*
- J. "Deferred Maintenance" means improvements necessary for continued operation of an existing facility, which do not improve the productivity of existing facilities or alter the process technology.

3. ABATEMENT AUTHORIZATION

- A. Authorizing Body: Any request for tax abatement shall be reviewed by the City Council. The City Council shall decide whether economic development incentives should be offered in each individual case. Their recommendation shall be based upon a subjective evaluation of the following criteria, which each applicant will be requested to address in narrative format:

EMPLOYMENT IMPACT

How many jobs will be brought to the City?

What type of jobs will be created?

What will the total annual payroll be?

FISCAL IMPACT

How much real and personal property value will be added to the tax rolls?

What infrastructure construction would be required?

What is the projected total annual operating budget of this facility?

COMMUNITY IMPACT

What effect will the project have on the local housing market?

What environmental impact, if any, will be created by the project?

How compatible is the project with the City's comprehensive plan?

- B. Authorized Facilities: Tax abatement may be granted for new facilities and for expansion or modernization of existing facilities per the appropriate tables. The economic life of a facility or improvements must exceed the life of the abatement agreement.

- C. Eligible Property: Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus office space and related fixed improvements necessary to the operation and administration of the facility, but not to inventory or supplies. Abatement may only be granted for the additional value of eligible property listed in an abatement agreement between the City and the property owner and lessee (if required), subject to such limitations as City Council may require.
- D. Value of Abatement: The subjective criteria outlined in Section 3(A) will be used by the City Council to determine whether or not it is in the best interest of the City to recommend that tax abatement be offered to a particular applicant. Specific considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project
- E. Ineligible Property: The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; housing or residential; deferred maintenance investments; property which has an economic life of less than (5) five years more than the period for which the property is abated; any property that is owned or leased by a member of the City Council.

Tax abatement will be available for both new facilities and structures and for expansion or modernization of existing facilities and structures per the tables below.

Once a determination has been made that a tax abatement should be offered, the eligible property and term of the abatement will be guided by referencing the following tables:

NEW FACILITIES AND STRUCTURES

Percent of Value to be Abated	Capital Cost OR	New full Time Jobs Created	Maximum Years of Abatement
30%	\$1,000,000-\$5,000,000	10-75	2
35%	\$5,000,001-\$20,000,000	76-100	3
45%	\$20,000,001-\$35,000,000	101-150	5
50%	\$35,000,001-\$50,000,000	151-175	7
50%	\$50,000,001-\$65,000,000	176-200	8
50%	\$65,000,001-\$80,000,000	201-400	9
50%	\$80,000,001-over	400- over	10

EXPANSION OR MODERNIZATION OF EXISTING FACILITIES AND STRUCTURES

TABLE

Percent of Value to be Abated	Capital Cost OR	New Full Time Jobs Created	Maximum Years of Abatement
35%	\$1,000,000-\$5,000,000	10-75	2
40%	\$5,000,001-\$20,000,000	76-100	4
45%	\$20,000,001-\$35,000,000	101-150	5
50%	\$35,000,001-\$50,000,000	151-175	7
50%	\$50,000,001-\$65,000,000	176-200	8
50%	\$65,000,001-\$80,000,000	201-400	9
50%	\$80,000,001-over	400- over	10

In exceptional cases of value gained/jobs to be created the City Council may agree to enter an abatement agreement with terms that differ from the standards stated above. The City Council reserves the right to determine eligibility and length of abatement on a case-by-case basis.

4. PROCEDURAL GUIDELINES

A. Preliminary Application Steps

1. Applicant shall complete an application for tax abatement. The application shall require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.
2. Applicant shall address criteria questions outlined in Section three in letter format.
3. Applicant shall prepare a plat showing the precise location of the property and all roadways within five hundred (500) feet of the site.
4. If the property is described by metes and bounds, a complete legal description shall be provided.
5. In the case of a modernization or expansion, the applicant shall also include a statement of the facility's current property value, stated separately for real and personal property.
6. Applicant shall prepare a time schedule for undertaking and completing the planned improvements.
7. Applicant shall provide a tax certificate verifying that no taxes are past due on applicant's property located within the proposed reinvestment zone.

8. Applicant shall complete all forms and information detailed in items one through seven above and submit them to the City.

B. Application Review Steps

1. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
2. The application will be distributed to the appropriate City department for internal review and comments.
3. Copies of the complete application package and staff comments will be provided to the City Council.

C. Consideration of the Application

1. The City Council will consider the application at a meeting duly convened under the Texas Open Meetings Act and V.T.C.A. Tax Code 5312.003. Additional information may be requested as needed.
2. The City Council may consider an order calling a public hearing to consider establishment of a tax reinvestment zone if needed.
3. The City Council may hold the public hearing and determine whether the project is "feasible and practical and whether it would be of benefit for the land to be included in the zone".
4. The City Council may consider adoption of an order designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement zone.
5. The City Council may consider adoption of an order approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement within the reinvestment zone.
6. The City Council may consider ratification of and participation in the tax abatement agreement between the City and the applicant.
7. Any tax abatement agreement will address various issues, including, but not limited to, the following:
 - a. General description of the project;
 - b. Amount of the tax abatement and percent of value to be abated each year;
 - c. Method for calculating the value of the abatement;
 - d. Duration of the abatement, including commencement date and termination date;

- e. Legal description of the property;
- f. Kind, number, location and timetable of planned improvements;
- g. Specific terms and conditions to be met by applicant;
- h. The proposed use of the facility and nature of construction; and
- i. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment.

D. Effective Date

These guidelines and criteria herein shall be effective from the date of passage and remain effective for two (2) years from such date of adoption unless otherwise amended or repealed by three fourths (3/4) vote of the City Council.

5. DENIAL OF ABATEMENT

Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that there would be a substantial adverse impact on the provision of the services or tax base, the applicant has insufficient financial capacity, planned or potential use of the property would constitute a hazard to public safety or health, violation of other codes or laws exist, or any other reason deemed appropriate by the City Council.

6. TAXABILITY

From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- A. The value of ineligible property shall be fully taxable;
- B. The base year value of existing eligible property shall be fully taxable;
- C. The additional value of new eligible property shall be taxed in the manner and for the period provided for in the abatement agreement; and
- D. The additional value of new eligible property shall be fully taxable at the end of the abatement period.

7. RECAPTURE

- A. In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion, or other casualty or accident or natural disaster for a period of one year during the abatement period, then the agreement shall terminate automatically as of the 365th day of discontinuation and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the City within sixty (60) days from the date of termination.
- B. Should the City determine that the company or individual is in default according to the terms and conditions of its agreement, the City shall notify the company or individual in writing at the address stated in the agreement, and if such is not cured within sixty (60) days from the date such notice is placed in the U.S. mail ("Cure Period"), then the agreement may be terminated.
- C. In the event that the company or individual, after exercising due diligence to pay taxes properly due, (1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement and fails to cure within the Cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- D. In circumstances where a city grants an Abatement with different Recapture provisions than those stated above, the City Council may agree to enter an abatement agreement consistent with the city agreement that differs from the recapture requirements contained in this policy.

8. ADMINISTRATION

- A. Access to Facility: The agreement shall stipulate that employees and/or designated representatives of the taxing authorities will have access to the facility during the term of the agreement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections shall be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the facility; provided however, the City may conduct "spot" inspections requiring no advance notification applicant. All inspections will be made with one or more representatives of the company or individual, and in accordance with its safety standards.
- B. Annual Evaluation: Upon completion of construction, the eligible authority individually or in conjunction with other affected authorities, shall annually evaluate each facility receiving abatement to ensure compliance with the agreement and report possible violations of the agreement.
- C. Transfer or Assignment: Tax abatements may be assigned to a new owner or lessee of the facility with the written consent of the City Council. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax abatement agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee is indebted to the City for ad valorem taxes or other obligations.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT 2024 STEET REHABILITATIONS PROJECT

THIS AGREEMENT is made and entered into by and between the **City of Alvarado, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to complete engineering services for the **2024 Street Rehabilitations** hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are not intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform the professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer

shall be entitled to compensation for any and all services completed in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of AutoCAD Civil 3D files, shapefiles, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "B" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Paul DeBuff
City Manager
City of Alvarado
104 W. College
Alvarado, Texas 76009

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Mr. Craig M. Kerkhoff, P.E., C.F.M.
Managing Partner
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
ckerkhoff@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Texas Board of Professional Engineers & Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Effective Date

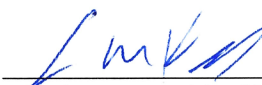
This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF ALVARADO, TEXAS
General Law Municipality

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Partnership
Texas Board of Professional Engineers & Land Surveyors
Engineering Firm No. 526
Land Surveying Firm No. 100318-06

By: _____

By:  _____
Craig M. Kerkhoff, P.E., C.F.M.
Managing Partner

Date: _____

Date: 9/2/24 _____

ATTEST

By: _____

EXHIBIT “A”

ENGINEERING SERVICES

2024 Street Rehabilitations

This project includes the rehabilitation of Chris Court, Lorie St, Janis St and Helen St. The sections will utilize TxDOT specifications to scarify, mix and recompact the existing roadway with a 2-inch asphalt overlay and a concrete curb and gutter. The roadway will be replaced to the same widths as exists today. A geotechnical investigation will be completed to determine any subgrade preparation recommendations beneath each of the sections.

Storm drainage design is not included in the project. BHC will provide field surveying services to provide topographic information and design the roadways to provide positive drainage. Acquisition of right-of-way (ROW) and/or easements is not included with this project. Existing concrete headwalls and culverts will be replaced where existing infrastructure is failing. Replacement sizes will be of similar size and conveyance as exists currently.

The existing sanitary sewer lines will not be replaced but manhole rims will be adjusted where necessary. The water line within the affected streets will be replaced with new water service laterals installed to existing meters.

Part I: Final Design

- A. Create base map based on property information obtained through the Central Appraisal District. Property base map will be best fit based on property monuments located during field surveys.
- B. Prepare coordinate control sheet with benchmarks.
- C. Prepare construction plan and profile sheets for the horizontal and vertical layout of the roadway reconstruction. Cross-sections and driveway profiles will be included in the plans.
- D. Prepare construction plans for the horizontal alignment of the water line replacement
- E. Prepare typical construction details.
- F. Prepare Signage and Markings plan
- G. Prepare Cover Sheet, Location Map and Sheet Index.
- H. Attend two design review meeting with City Staff.
- I. Prepare preliminary bid schedule, specifications and contract documents using NCTCOG Standard Specifications as the base.

- J. Submit Preliminary Plans to City for review.
- K. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans.
- L. Prepare Signed and Sealed Construction Plans, Specifications, Contract and Bidding Documents.

Part II: Bidding Phase:

- A. The City will publish notices in the newspaper recognized by the City Council as the official newspaper for the City of Alvarado. BHC will post the plans for bid advertisement on Civcast.
- B. The Engineer will answer online questions in order submitted, in addition the Engineer will prepare addenda to modify the plans and specifications. Questions must be submitted by potential bidders a minimum of 72-hours before the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- C. Assist during opening of bids and provide bid tabulation sheets.
- D. Complete cursory review of bid documents to determine that the bid includes all sheets of the Engineer's office original file set.
- E. Obtain experience record and references from the apparent low bidder. Check references of apparent low bidder.
- F. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract. Bid tabulation summary sheets will also be sent to the City.

Part III: Construction Phase

- A. After award of contract, furnish two (2) sets of 11" x 17" and two (2) sets of 22" x 34" final plans, specifications and contract documents to the City for construction use by the City and Contractor.
- B. Attend the Pre-Construction Conference, including preparing an agenda.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (6 meetings are included).

- D. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information stated by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- E. Provide written responses to requests for information or clarification to City or Contractor. Responses will be in electronic format.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work. Transmittal will be electronically and will include construction plan sheet changes.
- G. Make periodic site visits during construction as the project requirements dictate. Minimum of one project site visit per month.
- H. Prepare monthly pay request from information obtained from Contractor and/or City Inspector, and prepare pay request along with letter of recommendation for payment. Pay requests will be transmitted electronically.
- I. Accompany the City during their final inspection of the project. Prepare City's punch list and transmit it electronically.
- J. Prepare Record drawing utilizing information from the contractor and on-site representative. Record drawings will be transmitted electronically in PDF format.

Part IV: Additional Services

- A. Field Survey
- B. Geotechnical Engineering Investigation and Pavement Design will be performed. Report to include logs of the samples, results of sample testing and engineering analysis and recommendations for pavement and subgrade.
- C. Printing of four (4) sets of final plans and specifications for distribution to the successful contractor.

Part V: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications
- B. ADA and/or RAS inspections, reviews and certifications
- C. Consulting services by others not included in Scope of Services
- D. Contractor's means and methods
- E. Environmental cleanup
- F. Environmental impact statements and assessments
- G. Fees for permits
- H. Fees for publicly advertising the construction project.
- I. Fiduciary responsibility to the Client.
- J. Hydrologic or hydraulic studies
- K. On-site construction safety precautions, programs and responsibility (Contractor's responsibility)
- L. Legal Services
- M. Phasing of Contractor's work
- N. Quality control and testing services during construction
- O. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)
- P. Services in connection with condemnation hearings
- Q. Title searches
- R. Traffic engineering study or reports
- S. Trench safety designs
- T. Wetlands determination

Part VI: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D 2022 , Civil 3D 2017

- Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.4
 - ESRI 10.4
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. makes no warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

EXHIBIT “B”

PAYMENT SCHEDULE

Payment for engineering services described under Parts I, II, and III shall be based on a lump sum amount of \$210,980.

The following is a summary of the estimated charges for the lump sum elements of the proposed services:

Final Design	\$162,455
Bidding Services	\$8,439
Construction Administration	\$40,086

Payment for Additional Services described under Part IV shall be on the basis of salary cost times a multiplier of 2.49 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15. We recommend a budget of \$22,582 be established for the hourly or as needed services.

The following is a summary of the estimated charges for the as-incurred elements of the proposed services:

Field and Boundary Survey	\$13,089
Geotechnical Investigation	\$9,993
Printing of plans and specs	\$500

The maximum overall fee of \$234,563 established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Itemized invoices for services shall be submitted not more than once per month and will (include) be accompanied by a monthly progress report.

Payment shall be due upon receipt of the invoice.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Birkhoff, Hendricks & Carter
Dallas, TX United States

Certificate Number:
2024-1208591

Date Filed:
09/02/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Alvarado

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Prof. Engineering Services
2024 Street Rehabilitations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kerkhoff, Craig	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

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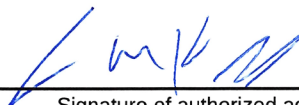
6 UNSWORN DECLARATION

My name is Craig M. Kerkhoff, and my date of birth is October 10, 1982.

My address is 11910 Greenville Ave, Suite 600, Dallas, Texas, 75243, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 3rd day of September, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

