



CITY OF LA MARQUE CITY COUNCIL MEETING AGENDA

MONDAY, MAY 9, 2022

6:00 PM

COUNCIL CHAMBERS

1109-B BAYOU

LA MARQUE, TX 77568

<https://ci.la-marque.tx.us/AgendaCenter>

TO PARTICIPATE VIA ZOOM:

PUBLIC TOLL-FREE DIAL-IN NUMBER: 1 (346) 248-7799

MEETING ID: 92493940502

<https://zoom.us/j/92493940502>

Keith Bell
Joe Compian
Kimberley Yancy
Michael Carlson
Casey McAuliffe

Mayor
Mayor Pro Tem/ Dist. B
Councilmember Dist. A
Councilmember Dist. C
Councilmember Dist. D



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING
of
MAY 9, 2022**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting on May 9, 2022**, beginning at 6:00 PM **in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via videoconference hosted through (ZOOM).** In accordance with Section 551.127(b) of the Texas Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location and via YouTube. The council will meet for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

(4) PRESENTATIONS/PROCLAMATION

- a. Recognition- Excellence in Financial Reporting
- b. Proclamation- 60th Anniversary La Marque Bird Sanctuary
- c. Proclamation- Teacher Appreciation Week (May 1-7)
- d. Presentation- Conceptual Parks Master Plan- ADURRA/ Parks Board
- e. Presentation- Gulf Coast Water Authority
- f. Presentation- Certificates of Obligation- Stifel

(5) PUBLIC SAFETY

- a. Safe City Initiative- Resource Crisis Center (RCC)- Cecily Henderson, Executive Director

(6) CITIZENS PARTICIPATION (Limited to three minutes per person)

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council on a specific agenda item (limited to three (3) minutes) should give the Mayor your name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. **Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone,**

tablet, or computer, or stand if attending in person, and the mayor will call on you in turn.

(7) PUBLIC HEARING(S)

- a. Conduct Public Hearing to hear public input on adopting **Ordinance No. O-2021-0018**, amending section 8-8 of the City Code allowing for the keeping of hens; providing a penalty; providing an effective date; and making other provisions related to the subject
- b. Conduct Public Hearing to hear public input on adopting **Ordinance No. O-2022-0004**, amending Chapter 29 of the City's Code of Ordinances; providing an effective date; providing a penalty; and making other findings and provisions related to the subject

(8) ORDINANCES

- a. **Ordinance No. O-2021-0018**, amending section 8-8 of the City Code allowing for the keeping of hens; providing a penalty; providing an effective date; and making other provisions related to the subject (Chickens)
THIS IS THE SECOND AND FINAL READING
- b. **Ordinance No. O-2022-0004**, amending Chapter 29 of the City's Code of Ordinances; providing an effective date; providing a penalty; and making other findings and provisions related to the subject (Fireworks)
THIS IS THE SECOND AND FINAL READING

(9) RESOLUTIONS - CONSENT

- a. Resolution No. **R-2022-0015**, establishing criteria the City Council will adhere to when conducting redistricting of City Council Districts
- b. Resolution No. **R-2022-0016**, establishing guidelines for the submittal of redistricting plans and comments to the City Council
- c. Resolution No. **R-2022-0017**, authorizing a contract with Gulf Coast Water Authority
- d. Resolution No. **R-2022-0018**, appointing a representative to the Municipal Division Operating Advisory Committee (MDOAC)
- e. Resolution No. **R-2022-0019**, amending the La Marque Public Library Collection Development Policy
- f. Resolution No. **R-2022-0020**, approving an agreement for the City of La Marque Street Lighting Improvement Report
- g. Resolution No. **R-2022-0021**, accepting Conceptual Parks Master Plan
- h. Resolution No. **R-2022-0022**, authorizing an agreement with Hustle 10u for use of Mahan Park
- i. Resolution No. **R-2022-0023**, approving a final plat for Trails at Woodhaven Lakes Section 1
- j. Resolution No. **R-2022-0024**, authorizing the Police Department to offer a sign-on bonus to all newly hired certified officers
- k. Resolution No. **R-2022-0025**, authorizing the submission of COPS Hiring Program Grant
- l. Resolution No. **R-2022-0026**, authorizing the City to enter into a Shared Agency Agreement with Motorola Solutions Inc.
- m. Resolution No. **R-2022-0027**, authorizing publication of notice of intention to issue certificates of obligation; approving the preparation of the preliminary official statement; and approving other matters incidental thereto

(10) NEW BUSINESS

- a. Authorizing storage containers to be permitted as homes
- b. Amending City Code Section 71.29 Residential Canal Zone
- c. Electric street lighting for Omega Bay subdivision
- d. Provide direction to City Manager regarding nuisance abatement and property liens
- e. Boards & Commissions Bylaws
- f. Canvass Election/Redistricting Meeting – May 17, 2022
- g. Memorial Day- May 30, 2022
- h. New Business items for consideration on next agenda
- i. Announcements of community events/programs

(11) CITY MANAGER'S REPORT

- a. Grant Updates
 - i. American Rescue Plan Act
 - ii. 2017 County Bond Project
 - iii. Bayou Road Sidewalk Project
- b. City Events Update

(12) APPOINTMENTS

- a. Appointments/ Removals – Boards, Commissions, Committees

(13) EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development)

(14) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before May 6, 2022, before 5:30 p.m.

Kierra K. Nance, TRMC
City Clerk



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

4/20/2022

Keith Bell
Mayor
City of La Marque, Texas

Dear Mayor Bell:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2020 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, birds are present in every environment and serve as an ever-present reminder of the beauty and cooperation of nature around us; and

WHEREAS, on April 24, 1963, the City of La Marque passed, approved, and adopted Ordinance 167 prohibiting harm to any fowl within the City limits; and

WHEREAS, the City of La Marque works tirelessly to protect the life and safety of all of its residents, including wildlife; and

WHEREAS, bird sanctuary cities across America serve as a safe haven for wildlife preserving natural habitats, population growth and migration patterns; and

NOW, BE IT RESOLVED, that the community of La Marque observes and celebrates 60 years of the pioneering environmental protections set forth by Ordinance 167; and

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim today as:

“La Marque Bird Sanctuary Observation Day”

in the City of La Marque and do hereby urge everyone in the community to participate in this day of appreciation.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 22nd day of April 2022.



Keith Bell, Mayor

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, through their dedicated efforts to ensure our children receive the knowledge and skills needed to be successful in college, in careers, and throughout life, Texas teachers are an integral part of their communities; and

WHEREAS, because of increased diversity of students both culturally and in learning styles, teachers must constantly adapt to meet the ever-changing needs of the young people in our schools; and

WHEREAS, teachers are instrumental in shaping our children into the people they will become, supporting them through their youth and providing impactful lessons that will be carried through life; and

WHEREAS, the teaching profession benefits from educators who are empowered to lead within and beyond the classroom, allowing them to best prepare young people to become contributing members of our community, thereby strengthening our democracy; and

WHEREAS, there are thousands of dedicated educators working in Texas public schools, putting in countless hours and extra effort to help students achieve, preparing them for further education, the workforce, and their civic duties; and

NOW, BE IT RESOLVED, that the community of La Marque appreciates and celebrates all individuals committed to "Teacher Appreciation Week"

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim May 2 -6, 2022 as:

"Teacher Appreciation Week"

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 4th day of May 2022.



Keith Bell, Mayor



CITY COUNCIL AGENDA FORM

Meeting Date: May 9, 2022 Agenda item: 5a
Prepared by: Chief Randall Reviewed by: Gina Galicia
Aragon
Department: Police

AGENDA ITEM DESCRIPTION: Attachment for Reference:

Resource & Crisis Center (RCC) Memorandum of Understanding (MOU)

STAFF BRIEFING:

Respectfully request that Cecily Henderson, Executive Director of the Resource & Crisis Center (RCC) conduct a brief presentation relating to the officiating/signing of the attached MOU between the City of La Marque and the RCC. This MOU will develop a partnership between the RCC & the City of La Marque relating to the RCC promoting safety, well-being, and best interests of victims of family violence, sexual assault, and child abuse, while advocating for the prevention of such crimes.

HISTORY: This entire partnership (as per an MOU) was *Goal #5 B.*, that was approved via the *La Marque Safe City Initiative* (Phase III Meeting) presented to (and approved by) City Council on February 3, 2022.

TARGET IMPLEMENTATION: May 1, 2022 (as per the MOU).

SIGNIFICANT ACTION DATES: May 1, 2022 (as per the MOU).

Cost Details:	
Budgeted	0
Actual Bid	



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☒ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other - ILA | |
| ☐ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Chief Aragon recommends this brief presentation be conducted at the regular meeting of May 9, 2022.

FISCAL IMPACT: Not applicable.



Memorandum

April 26, 2022

To: Randall Aragon, Chief of Police

La Marque Safe City Initiative

City of La Marque

1111 Bayou Road

La Marque TX 77568

From: Cecily Henderson, Executive Director

Resource and Crisis Center of Galveston County, Inc.

1204 45th Street

Galveston, TX 77550

Subject: Memorandum of Understanding (MOU)

To best serve the City of La Marque, the Resource and Crisis Center of Galveston County, Inc. (RCC) will provide evidence-based collaboration in the community through a memorandum of understanding (MOU).

Please find enclosed the FY' 22-23 MOU for the city of La Marque and it's La Marque Safe City Initiative. The MOU became effective on May 1st, 2022.

Should you have any concerns or questions, please do not hesitate to contact us.

Thank you

Enclosure: Memorandum of Understating



Memorandum of Understanding

This agreement is entered into by and between The City of La Marque (COLM) and the Resource and Crisis Center of Galveston County, Inc. (RCC) for the purpose of coordination a continuum of care, and to ensure the most comprehensive services available to law enforcement, adolescents 17 and under, and the community at large. The mission of RCC is to promote the safety, well-being and best interests of victims of family violence, sexual assault and child abuse, while advocating for the prevention of such crimes. This collaboration will revolve around the scope of this mission to better serve victims and COLM residents.

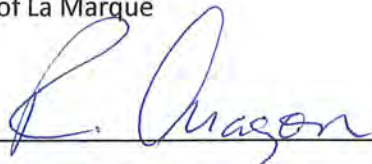
Resource and Crisis Center of Galveston County Inc. and the City of La Marque mutually agree to the following terms of collaboration.

- I. RCC shall assist and support COLM in their Safe City Initiative by providing services in partnership with the City of La Marque Social Worker. RCC will collaborate with COLM for activities and socio-economic programs to enhance the quality of life of La Marque residents and/or provide community resources and cross referrals to assist as needed.
- II. RCC shall assist and support COLM in their Safe City Initiative by providing an emphasis on developing adolescent youth advocacy programs for prevention, intervention, and treatment of juveniles, to include after-school curriculums as able (e.g., Building Healthy Relationships in Community, Happy Bear, Online Grooming, etc.).
- III. RCC shall assist and support COLM in their Safe City Initiative by providing education to law enforcement. Education can be in the form of giving presentations, monthly ride-a-longs with law enforcement, providing additional victim resources and support services access as able.
- IV. RCC shall assist and support COLM in their Safe City Initiative by providing Community Engagement through education, community events, and city functions.

The agreement is in effect for the period of April 1st, 2022- August 31st, 2023, unless revised or terminated by either party, without cause, after thirty (30) days written notice to the other party.

The persons executing and signing the Memorandum of Understanding (MOU) on behalf of the respective named entities guarantee that they have been fully authorized by the entity they represent to execute this MOU Agreement and to legally bind the entity to all the terms and provisions of the MOU.

City of La Marque

 Date: 4/26/2022

Randall Aragon, Chief of Police

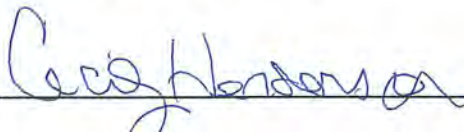
La Marque Safe City Initiative

City of La Marque

1111 Bayou Road

La Marque TX 77568

Resource and Crisis Center of Galveston County, Inc

 Date: 4/26/2022

Cecily Henderson, Executive Director

Resource and Crisis Center of Galveston County, Inc.

1204 45th Street

Galveston, TX 77550



CITY COUNCIL AGENDA FORM

Meeting Date: 5.9.22

Prepared by: Gus Knebel

Department: Legal

Agenda item: 8a

Reviewed by: Gina Galicia

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2021-0018**, amending Section 8.8 of the City Code to allow for the keeping of hens; making various findings and providing for an effective date *THIS IS THE SECOND AND FINAL READING*

X

ATTACHMENTS FOR REFERENCE

1 Ordinance No O-2021-0018

STAFF BRIEFING: For administrative purposes this item has been brought before council in an effort to adhere to timeline constraints provided by the charter, no changes have been made to this item with the exception of changing the implementation date from "180 after passing" to "August 1, 2022"

HISTORY:

In 1980, City Council adopted an ordinance "Animals and Fowl" that added a section to the Code that restricted "fowl" to be kept within 100 feet of an occupied dwelling. In 2006, an ordinance was adopted that included fowl not being able to run at large, and if their runs were not kept in a clean and sanitary manner to be considered a public nuisance. After much discussion with the community, Council reached a common consensus on this matter, and a final ordinance was passed January 24, 2022.

TARGET IMPLEMENTATION: Depends on Council's changes and recommendations

SIGNIFICANT ACTION DATES:

This past year, there have been several workshops and meetings relating to proposed changes of this ordinance.



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2021-0018**, amending Section 8.8 of the City Code to allow for the keeping of hens; making various findings and providing for an effective date

FISCAL IMPACT:

ORDINANCE NO. O-2021-0018

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING SECTION 8-8 OF THE CITY CODE ALLOWING FOR THE KEEPING OF HENS; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Section 8-8 of the City Code prohibits the keeping of any animal or fowl within 100 feet of any occupied building and

WHEREAS, the City Council desires to amend Section 8-8 of the City Code to allow for the keeping of Hens.

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

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Section 8.8 of the Code of Ordinances, City of La Marque, Texas is deleted and amended to read as follows:

Sec. 8-8 Keeping of Hens

(a) Definitions:

Hen means a female chicken.

Fowl means chicken.

Rooster means a male chicken.

Coop means an enclosure having four sides at least four feet in height and covered at the top with a roof to prevent the Hens from escaping and protect them from the elements. The enclosure shall have a minimum of 3 square feet of space per Hen.

Chicken Run means a fenced outdoor area where the Hens have at least 10 square feet per Hen. The fence shall be at least four feet in height and prevent the Hens from escaping. For purposes of calculating a Chicken Run square footage a person may include the area within the Coop, if the Coop is connected to the Chicken Run.

(b) Keeping of Hens near residences.

It shall be unlawful for any person to keep, harbor, or maintain hens within twenty five feet of any occupied building or business, but excluding the owner's occupied building or business, within the City. The number of Hens shall be limited to a maximum twenty five (25) per lot.

(c) Keeping of Roosters.

It shall be unlawful for any person to keep, harbor, permit, or maintain Roosters within the City.

(d) Condition of the Premises where Hens are kept.

A person who keeps, harbors, permits, or maintains Hens in the City shall house the Hens in a Coop and a Chicken Run in accordance with this Section. Hens shall not be permitted to roam free in the City. The Coop and Chicken Run shall be kept in a clean and sanitary condition. The floor of Coop and Chicken Run shall be maintained such that no offensive odors are emitted therefrom. The floor of the roosting spaces shall be kept covered with deep dry litter. The Hens kept in the Coop and Chicken Run shall always have access to clean water.

(e) Food storage requirements.

Food for the Hens shall be kept in non-permeable storage bins. These bins shall be lockable to prevent pests and predators from accessing the food.

(f) Permit requirements.

(1) Every person who keeps Hens in the City shall apply for a permit from the City. Said permit shall be valid for one year after its issuance. A person who keeps Hens must apply for an annual renewal of the permit. There shall be a fee of \$30.00 for an initial permit under this Section. Annual renewals of fees under this Section shall be \$15.00.

(2) Prior to the issuance of a permit under this section Code Compliance shall inspect the Coop to ensure compliance with this section. Prior to the issuance of any permit renewal under this section Code Compliance may inspect the Coop to ensure compliance with this section.

(g) Enforcement

- (1) The provisions of this section shall be enforced by the Code Compliance Department. The Code Compliance Supervisor and its deputies shall have full authority to enforce this section and in doing so are empowered to enter upon any private property to ascertain whether Fowl are being kept in accordance with this section.
- (2) A person who violates this section shall for each violation or noncompliance be deemed guilty of a misdemeanor, and upon conviction, shall be fined as provided in Section 1-7 of the City Code. Upon the third conviction, within two years, of a person for violation of this Section such person may have its Permit to keep Hens under this section revoked by the Supervisor of Code Compliance. A person whose permit is revoked under this Section shall be ineligible for a permit for Five years after the third conviction of a violation of this Section.

Section 3. Repeal. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 4. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Effect on HOA Requirements. Nothing in this Ordinance or the application of it will affect any applicable deed restrictions or rules of homeowners' associations.

Section 6. Purpose. The purpose of passing this Ordinance is to control noise, safety, sanitary, and odor conditions.

Section 7. Publication and Effective Date. This Ordinance shall be effective August 1, 2022.

PASSED, AND APPROVED by the City Council of the City of La Marque on First Reading this **11th** day of **April, 2022**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this _____ day of _____, **2022**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: May 9, 2022

Prepared by: Kierra N

Department: Fire

Agenda item: 8b

Reviewed by: Gina Galicia

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2022-0004**, amending Chapter 29 of the City's Code of ordinances; providing an effective date; providing a penalty; and making other findings and provisions related to the subject THIS IS THE FINAL READING

☒

ATTACHMENTS FOR REFERENCE

1 Ordinance No O-2022-0004

STAFF BRIEFING:

HISTORY:

- December 2020- City adopted the 2018 Fire Code and erroneously omitted Section 29-3 of the Code of Ordinances
- December 13, 2021- Emergency Fireworks ordinance passed

TARGET IMPLEMENTATION: immediately following the second reading

SIGNIFICANT ACTION DATES:

ACTION:

- | | |
|--|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2022-0004**, amending Chapter 29 of the City's Code of ordinances; providing an effective date; providing a penalty; and making other findings and provisions related to the subject

FISCAL IMPACT:

ORDINANCE NO. O-2022-0004

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING CHAPTER 29 OF THE CITY'S CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, Chapter 29 of the City of La Marque, Texas's Code of Ordinances was amended on or about December 14, 2020 to adopt the 2018 Fire Code;

WHEREAS, Section 29-3 of the City of La Marque, Texas's Code of Ordinances of the previously banned fireworks in the city limits of the City of La Marque, Texas;

WHEREAS, the prohibition on fireworks was mistakenly not included in the amended Chapter 29 of the City of La Marque, Texas's Code of Ordinances;

WHEREAS, the City Council of La Marque Texas on or about December 13, 2021 passed an emergency ordinance banning fireworks in the City.

WHEREAS, the City Council desires to ban fireworks in the City of La Marque, Texas in order to protect public health, safety, and welfare.

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

Section 1. That the facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. Section 29.6 of the City of La Marque, Texas's Code of Ordinances is amended to read as follows:

Sec. 29-6. - Illegal fireworks declared nuisance; seizure and destruction.

- a. Definitions. The following words, terms, and phrases, when used in this Section 29.6, shall have the meanings ascribed to them in this Section, except when the context indicates a different meaning:
 1. Distributor means a person who sells fireworks to retailers or to jobbers, for resale to others.
 2. Fireworks means any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, such as firecrackers, cannon crackers, skyrockets, torpedoes, Roman

candles, sparklers, squibs, fire balloons, star shells, gerbs, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, and such term shall include all articles or substances within the commonly accepted meaning of fireworks, whether specifically designated and defined in this section or not.

3. Illegal Fireworks means a Fireworks device manufactured, distributed, or sold in violation of this article.
 4. Importer means a person who imports fireworks from a foreign country for sale to distributors, jobbers, or retailers within the state.
 5. Person means and includes any natural person, association of persons, partnership, company, limited liability company, corporation, agent, or officer of a corporation, and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors, and administrators.
 6. Public display means the igniting and discharging of fireworks for public amusement.
- b. General Prohibition. It shall be unlawful for any person to manufacture, store, possess, sell, offer for sale, use, or transport, any Fireworks within the City except as provided in Section 29.6(e).
- c. Illegal Fireworks Declared a Nuisance
1. The presence of any Fireworks within the City in violation of this Section, is hereby declared to be a common and public nuisance. The Fire Marshal or any other law enforcement officer is directed and required to seize any Fireworks found in violation of this Section, and any authorized deputy of the Fire Marshal, or any police officer of the city, or any other duly-constituted state peace officer is empowered to stop the transportation of and detain any Fireworks being transported illegally or to close any building where any Fireworks are found stored illegally in order that such fireworks may be seized in accordance with the terms of this Section.
 2. Notwithstanding any penal provision of this Section, the city attorney is authorized to file suit on behalf of the city, the Fire Marshal, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping, or use of Fireworks within the city or within the area described in Section 29.6(c)(1). It shall not be necessary to obtain injunctive relief as a prerequisite to the seizure of fireworks.
 3. If any Fireworks or combustibles are deemed by the Fire Marshal to be in such a state or condition as to constitute a hazard to life or property, the Fire Marshal may dispose of such Fireworks or combustibles without further process of law. The Fire Marshal is authorized to dispose of any

abandoned Fireworks or combustibles that are deemed to be hazardous to life or property.

d. Exceptions. The general prohibitions as set forth in Section 29.6(b) shall not apply to the following:

1. (i) toy pistols, toy canes, toy guns, or similar devices in which paper caps containing 0.0025 grains or less of explosive compounds are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and (ii) toy paper pistol caps which contain less than 0.0025 grains of explosive compounds, the sale and use of which shall be permitted at all times.
2. It shall not be unlawful, upon a permit issued by the city Fire Marshal, for any person engaged in any organized play, legitimate theatrical performance, circus, or other show designed for the amusement and edification of the general public to use, discharge, or cause to be discharged and ignited fireworks as a part of an act, performance, play, or circus, so long as such person does not also engage in the retailing, wholesaling, selling, or distribution of any of such fireworks. The Fire Marshal shall cause to be made an investigation of each application made under this article to determine whether the use of such fireworks as proposed shall be of such a character that it may be hazardous to property or dangerous to any person; and he shall, in the exercise of reasonable discretion, grant or deny the application for such permit.
3. signal flares and torpedoes of the type and kind commonly used by any railroads, which signal flares and torpedoes are received by and stored or transported by any railroad for use in railroad operation; any marine signal flare or rocket which is transported or received or stored for use only as ship's stores; signal flares or rockets for military or police use; signal flares for use by motorists in distress, or signal flares for use by fire department personnel.

e. Public Fireworks Displays Permitted with Required Permit.

1. The provisions of Section 29.6(b) shall not apply to a public display of Fireworks made under the terms and conditions of this subsection, and such display shall be permitted upon compliance with the provisions of City's adopted fire prevention code and of this section, as follows:
 - i. Any adult person planning to make a public display of fireworks shall first make written application for a permit to the Fire Marshal at least 96 hours in advance of the date of the proposed display.
 - ii. The Fire Marshall shall make an investigation as to whether the display as proposed by the applicant for a permit under this section shall be of such a character that it may be hazardous to property or dangerous to any person; and he shall, in the exercise of

reasonable discretion, grant or deny the application, subject to the conditions prescribed in this section. If the application is approved, a permit shall be issued for the public display by the Fire Marshal. Such permit shall be for a period of time designated on the permit, not to exceed 14 days, and the permit shall not be transferable. If the application is denied by the Fire Marshal, the Fire Marshal shall notify the applicant of the denial in writing.

- iii. The applicant for a display permit under this section shall, at the time of making application, furnish proof that it carries worker's compensation insurance for his employees as provided by the laws of the state; and he shall file with the Fire Marshal a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than \$1,000,000.00, issued by an insurance carrier authorized to transact business in the State of Texas, for the benefit of the person named therein as insured, as evidence of ability to respond to damages in at least the amount of \$1,000,000.00, such policy to be approved by the Fire Marshal. In lieu of insurance, the applicant may file with the Fire Marshal a bond in the amount of \$1,000,000.00, issued by an authorized surety company approved by the Fire Marshal, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks or any negligence on the part of the applicant or his agents, servants, employees, or subcontractors in the presentation of the public display.
- iv. The range of aerial displays shall not be more than 200 feet, and the Fireworks shall be discharged vertically from tubes approved by the Fire Marshal.
- v. The limit of a display authorized by this section shall be not more than 45 minutes per performance, and there shall not be more than two performances in each 24-hour period.
- vi. No public display of Fireworks shall be of such a character and so located, discharged, or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the Fire Marshal.
- vii. The persons handling the display of fireworks under this Subsection shall be competent, adult persons and experienced pyrotechnic operators approved by the Fire Marshal. No person not approved by the Fire Marshal shall handle fireworks at the public display. The

names of the experienced pyrotechnic operators shall be designated on the permit issued.

- viii. For each public display of Fireworks under this Subsection, the Fire Marshal may require not less than two firefighters and fire fighting equipment of the city be in attendance during the display. The expense of such firefighters and fire fighting equipment at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.
 - ix. The material to be used for a public display authorized by this Subsection shall not be stored within the city limits but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage.
- f. **Penalty.** Any person who shall violate this Section 29.6 shall, upon conviction, be punished by a fine as prescribed in Section 1-7 of this Code. If Fireworks are separately wrapped or packaged, the commission or omission of any act prohibited by this section shall be a separate offense as to each such separately wrapped or separately packaged fireworks.

Section 3. Repeal. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 4. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Effective Date. This Ordinance shall be effective on May 20, 2022.

PASSED AND APPROVED on First reading this the ____ day of _____, 2022.

PASSED, APPROVED, AND ADOPTED on the Second and Final reading this the ____ day of _____, 2022.

Keith Bell
Mayor

ATTEST:

Kierra Nance, TRMC
City Clerk

RESOLUTION NO. R-2022-0015

A RESOLUTION ESTABLISHING CRITERIA THE CITY COUNCIL WILL ADHERE TO WHEN CONDUCTING REDISTRICTING OF CITY COUNCIL DISTRICTS

WHEREAS, the City Council of La Marque Texas previously received a report of the population within the City Council Districts of La Marque, Texas;

WHEREAS, the City Council of La Marque, Texas desires to conduct redistricting efforts to rebalance population within the City Council Districts of La Marque, Texas;

WHEREAS, the City Council of La Marque, Texas desires to adopt criteria for drawing city council district boundaries.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE THAT

The City Council will observe the following criteria, to the greatest extent possible, when drawing district boundaries:

1. Easily identifiable geographic boundaries should be followed.
2. Communities of interest should be maintained in a single district, where possible, and attempts should be made to avoid splitting neighborhoods.
3. Districts should be composed of whole voting precincts. Where this is not possible or practicable, districts should be drawn considering county election precincts. Avoid splitting census blocks unless necessary.
4. Although it is recognized that existing districts will have to be altered to reflect new population distribution, any districting plan should, to the extent possible, be based on existing districts.
5. Districts must be configured so that they are relatively equal in total population according to the 2020 federal census. In no event should the total population deviation between the largest and the smallest district exceed ten percent as compared to the ideal district size.
6. Districts should be compact and composed of contiguous territory. Compactness may contain a functional, as well as a geographical, dimension.
7. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.

8. The plan should be narrowly tailored to avoid racial gerrymandering in violation of Shaw v. Reno.
9. The plan should not fragment a geographically compact minority community or pack minority voters in the presence of polarized voting so as to create liability under the Voting Rights Act.

The Council will review all plans considering these criteria and will evaluate how well each plan conforms to the criteria.

Any plan submitted by a citizen to the Council for its consideration should be a complete plan — i.e., it should show the full number of districts and should redistrict the entire city. The Council may decline to consider any plan that is not a complete plan.

All plans submitted by citizens, as well as plans submitted by staff, consultants, and members of the Council should conform to these criteria.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 9th day of May 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

RESOLUTION NO. R-2022-0016

A RESOLUTION ESTABLISHING GUIDELINES FOR THE SUBMITTAL OF REDISTRICTING PLANS AND COMMENTS TO THE CITY COUNCIL

WHEREAS, the City Council of La Marque previously received a report of the population within the City Council Districts of La Marque;

WHEREAS, the City Council of La Marque, Texas desires to conduct redistricting efforts to rebalance population within the City Council Districts of La Marque;

WHEREAS, the City Council of La Marque desires to adopt guidelines for the submittal of plans or comments for consideration by the City Council regarding redistricting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE THAT

1. Proposed plans must be submitted in writing and be legible. If a plan is submitted orally, there is significant opportunity for misunderstanding, and it is possible that errors may be made in analyzing it. The City Council wants to be sure that all proposals are fully and accurately considered.
2. Any plan must show the total population and voting age population for African-Americans, Hispanics, Asians, and Anglo/Other for each proposed district, based on the 2020 Census Data. If a plan is submitted without a population breakdown, the Council may not have sufficient information to give it full consideration.
3. Plans should redistrict the entire city, so the City Council may consider the effect of any plan on the entire city. All plans are subject to the Voting Rights Act, which protects various racial and language minorities. Thus, as a matter of federal law, the Council will be required to consider the effect of any proposal on multiple racial and ethnic groups. If a plan does not redistrict the entire city, it may be impossible for the City Council to assess its impact on one or more protected minority groups.
4. Plans should conform to the criteria the City Council will be using in drawing the precincts.
5. Comments must be submitted in writing and be legible, even if the person also makes the comments orally at a public hearing.
6. Persons providing comments and those submitting proposed plans must identify themselves by full name and home address and provide a phone number and, if available, an email address. The City Council may wish to

follow up on such comments or obtain additional information about submitted plans.

7. All comments and proposed plans must be submitted to the City Council by the close of the public hearing.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 9th day of May 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: Date of meeting Agenda item: 9c
Prepared by: Rick Sailer Reviewed by: _____
Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing a contract with Gulf Coast Water Authority

☒ **ATTACHMENTS FOR REFERENCE (All reference items in the order of importance)**

1. Resolution No. R-2022-0017

STAFF BRIEFING: Include any information of importance to explain the agenda item up to present time. Use bullets, not paragraphs!!!

- New contract for water supply from Gulf Coast Water Authority
- Term of Contract 40 years – December 31, 2062
- Additional water supply of 1.247 MGD; increasing total to 4.027 MGD, resulting in a 31% increase of guaranteed water supply

Has City authorized Engineer reviewed and approved? NO

Has City Attorney OR Special Legal Counsel reviewed and approved? YES

Have you discussed the availability of funds/accounts with Finance Director? YES

Have you presented your project to the Grants Administration Team and City Manager? NO

HISTORY:

TARGET IMPLEMENTATION: May 9, 2022

SIGNIFICANT ACTION DATES:

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	



CITY COUNCIL AGENDA FORM

- ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

STAFF'S RECOMMENDATION: Motion to approve the new Contract with Gulf Coast Water Authority for water supply in the amount of 4.003MGD through December 31st 2062. Current rates of \$1.27/1000 gals will be increased due to additional capital costs and raw water costs

FISCAL IMPACT: The additional water quantity will increase annual payment by \$207,297.00 - effectively approximately \$0.27/ 1000 gallons

RESOLUTION NO. R-2022-0017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDED AND RESTATED MUNICIPAL SYSTEM CUSTOMER CONTRACT BETWEEN THE GULF COAST WATER AUTHORITY AND THE CITY OF LA MARQUE, TEXAS

WHEREAS, the City currently purchases its potable water from the Gulf Coast Water Authority.

WHEREAS, the City and the Gulf Coast Water Authority entered into negotiations to extend its potable water supply contract and increase the capacity of potable water available to the City.

WHEREAS, the increase in water supply will provide additional water for the City and support additional growth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Manager and Mayor are authorized to sign the Amended and Restated Municipal System Customer Contract between the Gulf Coast Water Authority and the City of La Marque, Texas

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 9th day of May 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

[GCWA Letterhead]

May __, 2022

Mr. Cesar Garcia
City Manager
City of La Marque, Texas
1111 Bayou Road
La Marque, Texas 77568

Re: Excess Use Charges Under the Amended and Restated Municipal System Customer Contract

Dear Mr. Garcia,

The City of La Marque, Texas (the “City”) and the Gulf Coast Water Authority (the “Authority”) are currently in discussion regarding the execution of an Amended and Restated Municipal System Customer Contract (the “Municipal System Contract”). Under the proposed Municipal System Contract, the City will increase its Contract Quantity by 1,247,000 gallons per day in connection with the 7.9 million gallons per day expansion of the Thomas S. Mackey Water Treatment Plant (the “7.9 MGD Mackey Plant Expansion”). Following the completion of the 7.9 MGD Mackey Plant Expansion, the City will have a total Contract Quantity of 4,027,000 gallons per day.

Under Section 2.01 of the Municipal System Contract, the City is not entitled to utilize the additional 1,247,000 gallons per day in Contract Quantity prior to the completion of the 7.9 MGD Mackey Plant Expansion. However, the City’s water use is approaching its current Contract Quantity. While the City is purchasing additional water and exploring options to reduce water loss in its system, the City has expressed concern that it may become subject to the Excess Use Charges described in Section 4.6 of the Municipal System Contract prior to the completion of the 7.9 MGD Mackey Plant Expansion. Pursuant to Section 4.6 and Section 2.1(f) of the Municipal System Contract, the City has requested that the Authority determine whether current Municipal System demands would permit the Authority to deliver water in excess of its current Contract Quantity (in an amount not to exceed the additional 1,247,000 being acquired in connection with the 7.9 MGD Mackey Plant Expansion) to the City’s Points of Delivery and to forego the imposition of Excess Use Charges prior to the completion of the 7.9 MGD Mackey Plant Expansion.

Based on current Municipal System demands, the Authority has determined that it has the ability to deliver water in excess of the City’s current Contract Quantity to the City (in an amount not to exceed the additional 1,247,000 being acquired in connection with the 7.9 MGD Mackey Plant Expansion) and will waive Excess Use Charges incurred by the City prior to the completion of the 7.9 MGD Mackey Plant Expansion, subject to the following conditions:

- (i) the City continues to pursue its efforts to reduce water loss in the City's system;
- (ii) the City coordinates with the Authority to facilitate the provision of water to the City in excess of its current Contract Quantity in a manner that does not negatively affect the Authority's ability to provide water to other Customers of the Municipal System;
- (iii) the City's use does not exceed its post-7.9 MGD Mackey Plant Expansion Contract Quantity of 4,027,000 gallons per day; and
- (iv) the Authority determines, in its sole reasonable discretion, that the demands of the Municipal System continue to allow for the provision of water in excess of the City's current Contract Quantity.

We believe that this approach will address the concerns raised by the City while protecting the Authority's ability to provide water to its other Municipal System Customers. We appreciate having the opportunity to extend our relationship with the City.

Very truly yours,

Brandon Wade, P.E.
General Manager
Gulf Coast Water Authority

AMENDED AND RESTATED
MUNICIPAL SYSTEM CUSTOMER CONTRACT

between

GULF COAST WATER AUTHORITY

and

CITY OF LA MARQUE, TEXAS

Dated as of _____, 2022

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AMENDED AND RESTATED
MUNICIPAL SYSTEM CUSTOMER CONTRACT

THIS AMENDED AND RESTATED MUNICIPAL SYSTEM CUSTOMER CONTRACT (this “Agreement”), dated the ____ day of _____, 2022, is entered into by and between GULF COAST WATER AUTHORITY, a Texas conservation and reclamation district (the “Authority”), and CITY OF LA MARQUE, TEXAS (“Purchaser”). This Agreement completely amends, repeals and replaces and supersedes any prior agreements between the parties (or their predecessors in interest) regarding the subject matter herein, including, without limitation, the Mainland Water Project Customer Contract, entered into between the Authority, formerly known as Galveston County Water Authority, and Purchaser, dated as of August 7, 1981, as amended by the First Amendment, dated as of September 14, 1981, the Second Amendment, dated as of June 22, 1998, the Third Amendment, dated as of June 16, 2011, and the Fourth Amendment, dated as of May 1, 2014, and the Mainland Water Project Customer Contract (South Project), entered into between the Authority and Purchaser on July 1, 1998, as amended by the First Amendment, dated as of June 16, 2011, and the Second Amendment, dated as of May 1, 2014 (collectively, the “Existing Agreements”).

WITNESSETH:

RECITALS

WHEREAS, Purchaser is located in Galveston County, Texas, and needs a reliable supply of Potable Water (as defined herein); and

WHEREAS, the Authority supplies water to customers in its Canal Division, Industrial Division and Mainland Division (each as hereafter defined); and

WHEREAS, through its Mainland Division, the Authority supplies Potable Water to various customers through the Mainland Project (as hereafter defined); and

WHEREAS, in order to more accurately reflect the composition of the Customers currently served by the Mainland Division and the operation of the water system, the Authority will now refer to the Mainland Project and the Mainland Division as the Municipal System; and

WHEREAS, the Customers (as hereafter defined) have previously entered into the Existing Agreements through which the Customers receive Potable Water that is supplied by the Municipal System and the parties to such contracts now wish to amend and restate the terms thereof; and

WHEREAS, Purchaser and other entities entering into a Municipal System Customer Contract (as defined herein) similar to this Agreement acknowledge that the Authority will issue contract revenue bonds from time to time as provided herein for the improvement, construction, reconstruction expansion and equipment of the facilities utilized to provide water to the Customers and the development of water supplies to serve the Municipal System, and the Purchaser has agreed pursuant to the terms hereof to pay all charges related to such indebtedness and to purchase Potable Water from the Authority; and

WHEREAS, Purchaser is aware that the water to be supplied to Purchaser by the Municipal System under the terms of this Agreement will primarily be supplied by means of the Authority's Canal Division and Industrial Division, and therefore the Authority must comply with certain provisions of the Industrial Division Customer Contract (as defined herein) related to the Canal System (as defined herein) and the Texas City Reservoir and Raw Water Conveyance System (as defined herein), including provisions related to the payment of debt service on certain bonds issued for the purposes of such systems as part of the Raw Water Charges (as defined herein), and Purchaser is familiar with its terms and provisions; and

WHEREAS, the references in the Industrial Division Customer Contracts to the Reserved Capacity of Municipal System Customers shall now be understood to refer to the Contract Quantity of Municipal System Customers; and

WHEREAS, the Authority and Purchaser each, for and on behalf of itself, represents to the other that it is authorized to enter into this Agreement under the constitution and laws of the State of Texas, including without limitation, the Authority Act (as defined herein), Chapters 49 and 54, Texas Water Code, as amended, and Section 791.026, Texas Government Code, as amended.

NOW THEREFORE, for and in consideration of the mutual premises, covenants, obligations and benefits in this Agreement, the Authority and Purchaser agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For all purposes of this Agreement, the following definitions of certain terms used herein shall apply:

"Additional Municipal System Reserve Fund" shall have the meaning ascribed thereto in Section 7.4 of this Agreement.

"Annual Budget" shall mean the budget of anticipated expenditures for the Municipal System which is to be prepared each year by the Authority pursuant to Section 4.9 hereof.

"Authority" shall mean Gulf Coast Water Authority and its successors and assigns.

"Authority Act" shall mean Chapter 712, Acts of the 59th Texas Legislature, 1965, as amended (compiled as Article 8280-339 Vernon's Texas Civil Statutes, as amended).

"Bayshore Transmission System" shall mean the water transmission line and related appurtenances running from an origination point at the intersection with the North Transmission System at the northwest of the intersection of N. Humble Camp Road and Paula Lane, to a termination point at the intersection with the Kemah Transmission System to the west of the Highway 146, north of mile marker 11 on the western edge of the utility/pipeline easement (as depicted on Exhibit C-2). The Bayshore Transmission System is further subdivided into segments. Segment D-F running from the origin point north to where the line splits for the San Leon Municipal Utility District point of delivery, Segment F-G from the San Leon Municipal Utility District split to the location where the line splits for the Bacliff Municipal Utility District point of delivery, and Segment G-H from the Bacliff Municipal Utility District split to the termination point

(as depicted on Exhibit C-2). For purposes of clarity, the Bayshore Transmission System includes any laterals to the points of delivery identified below. The following four (4) Customer points of delivery (located and numbered as depicted on Exhibit C-2) are currently located on this transmission system (points of delivery may be added or changed from time to time):

6. City of Texas City;
7. San Leon Municipal Utility District;
8. Bacliff Municipal Utility District; and
9. Bayview Municipal Utility District.

“Board” shall mean the Board of Directors of the Authority or any successor governing body of the Authority.

“Bonds” shall mean the Municipal System Bonds and any Special Project Bonds that are Outstanding at any time.

“BRA” shall mean Brazos River Authority and its successors and assigns.

“Budgeted Capital Charges” shall mean the charges described in Section 4.4 of this Agreement.

“Budgeted Capital Expenses” shall mean the budgeted capital costs (within the meaning of generally accepted accounting principles applicable to governmental entities and not otherwise funded through the issuance of Municipal System Bonds or related Customer contributions) included in each Annual Budget for any capital repair, renewal, replacement, rehabilitation, modification, extension, expansion, merger, enlargement, acquisition, addition, or improvement to the Municipal System that extends the lifespan of the asset, including the accumulation of reasonable reserves therefor. Budgeted Capital Expenses shall not include capital expenditures associated with any Special Project Facilities, except as may be provided in an amendment to this Agreement.

“Canal A System” shall mean the water canal system located in Brazoria, Fort Bend, and Galveston Counties, Texas, including all or most of the properties and interests in property, real, personal, or mixed, acquired by BRA from American Canal Company of Texas and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions and extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority, including the headquarters office building currently in Texas City, Texas, and property at Alvin, Texas, and the water canal connecting the Canal A System to the Canal B System.

“Canal B System” shall mean the water canal system located in Fort Bend, Brazoria, and Galveston Counties, Texas, including all or most of the properties and interests in property, real, personal, or mixed, acquired by BRA from the Briscoe Irrigation Company and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions and

extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority.

“Canal Division” or “Canal System” shall mean the physical properties and interests in physical property of the canal systems benefitting the Municipal System from time to time, including without limitation the Canal A System, the Canal B System, and the Canal G System, and which may upon action of the Board be expanded to include the Canal J System (provided that at the time of combination the conditions outlined in Section 6.2 of this Agreement are met), together with all additions to, replacements in, and expansions and extensions of such properties and interests in property, all exclusive, however, of any physical properties which constitute Special Project Facilities or which constitute the Industrial Division.

“Canal G System” shall mean the water canal system located in Galveston County, Texas, including all of the properties and interests in property, real, personal, or mixed, acquired by BRA from Industrial Water Company and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions and extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority.

“Canal J System” shall mean the water canal system located in Brazoria and Fort Bend Counties, Texas, including the Chocolate Bayou, Halls Bayou, Juliff, and Mustang Bayou Canal Systems, collectively purchased by Authority in 2006 from the Chocolate Bayou Water Company, together with the associated water rights and appurtenances, and extensions, enlargements and replacements thereof

“Canal System Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“Commission” shall mean the Texas Commission on Environmental Quality or its successor agency.

“Components of the Municipal System” or “Component” shall mean, collectively or individually, as of the date of this Agreement, the Mackey Plant, the Bayshore Transmission System, the Kemah Transmission System, the North Transmission System, the North-South Interconnect, the South Transmission System (which includes the South Transmission Line, the Highway 6 Transmission Line and the 39-Inch Transmission Line), and the 7.9 MGD Mackey Plant Expansion, and any other project designated as such in an addendum, supplement, or amendment to this Agreement or any contract relating to a Special Project Facility. For avoidance of doubt, each line that constitutes a Component of the Municipal System is defined to end at the Customers’ respective points of delivery, specifically at the flange on the downstream side of the applicable meter. “Component” or “Component of the Municipal System” singularly shall mean any one of the aforementioned Components of the Municipal System. Subject to the terms hereof, additional Components of the Municipal System (i.e., other additions, improvements and extensions) may subsequently be acquired or constructed, and thereafter be considered Components of the Municipal System.

“Contract Quantity” shall mean that maximum quantity of water that the Authority is obligated to provide to each Customer from the Mackey Plant as provided in Section 2.1 of this

Agreement. The Contract Quantities for all of the Customers as of August 31, 2022 and in connection with the execution of this Agreement, are set forth in Exhibit A attached hereto, which Exhibit A may be updated by the Authority from time to time, upon notice to each Customer pursuant to Section 2.5 to reflect changes in Customer's Contract Quantities pursuant to the terms of this Agreement or the addition of new Customers.

"Contract Year" shall mean the Authority's Fiscal Year.

"Customers" or "Municipal System Customers" shall mean the Bacliff Municipal Utility District, Bayview Municipal Utility District, Galveston County Water Control and Improvement District No. 1, Galveston County Water Control and Improvement District No. 12, San Leon Municipal Utility District, the City of La Marque, the City of Galveston, the City of League City, the City of Texas City, the City of Hitchcock, Galveston County Fresh Water Supply District No. 6, Galveston County Water Control and Improvement District No. 8, Galveston County Municipal Utility District No. 12, and any additional entities that become parties to Municipal System Customer Contracts as provided under the terms of this Agreement, and their successors and assigns.

"Customer Group" shall mean any Customer Group established by the Authority and its Customers pursuant to the terms of this Agreement. A listing of the Current Customer Groups is included in Exhibit B-2 of this Agreement, which exhibit may be updated from time to time by the Authority to reflect changes in Customer participation.

"Discretion" shall mean reasonable discretion unless otherwise defined within the Section.

"Effective Date" shall mean the effective date of this Agreement as described in Section 13.2 of this Agreement.

"Excess Use Charges" shall mean the additional charges that accrue when Purchaser exceeds the Contract Quantity as described in Section 4.6 of this Agreement.

"Existing Agreements" shall have the meaning ascribed thereto in the introductory paragraph to this Agreement.

"Fiscal Year" shall mean the one-year period, currently beginning September 1 and ending on August 31, designated by the Board as the Fiscal Year of the Authority, which Fiscal Year is subject to change by the Board.

"Highway 6 Transmission Line" shall mean the water transmission line and related appurtenances running from an origination point at the 36-Inch Valve and the 30-Inch Valve adjacent to the Alta Loma Pump Station Pressure Reduction Station to a termination point near the northern end of the Galveston Island Railroad Crossing Bridge (as depicted on Exhibit C-7-B). The Highway 6 Transmission Line is further subdivided into segments. Segment N-K running from the origin point east along Highway 6 to the meter at the intersection with the South Transmission Line, Segment K-M from the meter at the intersection with the South Transmission Line to where the line splits for the Galveston County Fresh Water Supply District No. 6 point of delivery, and Segment M-L from the Galveston County Fresh Water Supply District No. 6 split to the termination point (as depicted on Exhibit C-7-B). For purposes of clarity, the Highway 6

Transmission Line includes any laterals to the points of delivery identified below. The following four (4) Customer points of delivery (located and numbered as depicted on Exhibit C-7-B) are currently located on this transmission line (points of delivery may be added or changed from time to time):

- 11A. City of Galveston;
- 12. Galveston County Fresh Water Supply District No. 6;
- 13. Galveston County Municipal Utility District No. 12; and
- 14. City of Hitchcock.

“Industrial Division” shall mean the Industrial Pump Station and Raw Water Transmission System (as defined in the Industrial Division Customer Contracts) and the Texas City Reservoir and Raw Water Conveyance System (as defined in the Industrial Division Customer Contracts), including the reservoir and water distribution system (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and other physical properties acquired by the Authority from Industrial Water Company, under that certain “GCWA Agreement” dated June 1, 1971, between Industrial Water Company and the Authority (then known as Galveston County Water Authority of Galveston County, Texas), together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by the Authority, all exclusive, however, of any physical properties which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts), or which are part of the Canal Division.

“Industrial Division Customer Contracts” shall mean the Amended and Restated Industrial Customer Contracts between the Authority and the Industrial Division Customers, initially executed beginning in 2015, and providing for the sale of water for industrial purposes to the Industrial Division Customers, as they may be as amended or supplemented from time to time.

“Industrial Division Customers” shall mean each of Union Carbide Corporation, Eastman Chemical Texas City, Inc., Valero Refining – Texas, L.P., Blanchard Refining Company LLC, ISP Technologies, Inc., the City of Texas City, and their successors and assigns, and any additional entities that become parties to Industrial Division Customer Contracts, and their successors and assigns.

“Kemah Transmission System” shall mean the water transmission line and related appurtenances running from an origination point at the intersection with the Bayshore Transmission System to the west of the Highway 146, north of mile marker 11 on the western edge of the utility/pipeline easement to a termination point south of the intersection of Marina Bay Drive and Hanson Road in the City of Kemah (as depicted on Exhibit C-3, Segment H-I). For purposes of clarity, the Kemah Transmission System includes any laterals to the point of delivery identified below. One Customer has a point of delivery (located and numbered as depicted on Exhibit C-3) that is currently located on this transmission system (points of delivery may be added or changed from time to time):

10. Galveston County Water Control and Improvement District No. 12.

“League City Transmission Line” shall mean the transmission lines and related appurtenances running from an origination point at the pump station located in the City of Webster, Texas near the border line between Galveston County and Harris County to a termination point at the Calder Meter Station located northwest of the intersection of FM 517 and Calder Drive in the City of League City (as depicted on Exhibit C-6).

“Mackey Plant” shall mean the existing Thomas S. Mackey Water Treatment Plant located in Texas City, as it may be expanded from time to time, and all other improvements, equipment, pumps, pump stations, fixtures and facilities located thereon or used in association therewith, and all additions and improvements thereto.

“Mainland Division” shall now mean the Municipal System.

“Mainland Project” shall now mean the Municipal System.

“Municipal System” shall mean and include the water supply, treatment and distribution system heretofore constructed and acquired by the Authority for the benefit of the Customers as may be extended, expanded or improved from time to time, including, but not limited to, all water plants, pipelines, valves, pumps, treatment equipment, interests in land, and everything appurtenant thereto or necessary to supply Purchaser and the other Customers with Potable Water at their respective points of delivery (which Municipal System on the date of this Agreement consists of the components depicted in Exhibit C hereto). Subject to the terms hereof, additional Components of the Municipal System (i.e., other additions, improvements, expansions and extensions) may subsequently be acquired or constructed, and thereafter be considered Components of the Municipal System. The “Municipal System” shall not, however, mean or include the Industrial Division, the Canal Division or any part or parts thereof. The Municipal System was formerly known as the Mainland Project.

“Municipal System Bonds” shall mean any bonds, notes or credit agreements issued or entered into by the Authority for the purpose of financing or refinancing the Municipal System or any one or more Components of the Municipal System from time to time, and any bonds, notes or credit agreements issued or entered into to refund or refinance such bonds, notes or credit agreements.

“Municipal System Customer Contracts” shall mean the various contracts between the Authority and the Customers for the construction and operation of the Municipal System, as amended, supplemented or related from time to time.

“Municipal System Debt Service Charges” shall mean the charges described in Section 4.7 of this Agreement.

“Municipal System Debt Service Reserve Fund” shall mean the special fund or funds to be established, maintained, and utilized, from time to time as debt service reserve funds for any one or more series Municipal System Bonds issued under this Agreement under a bond resolution.

“Municipal System Debt Service Reserve Fund Requirement” shall mean an amount equal to the lesser of (i) the maximum annual debt service required on the Outstanding principal of the Municipal System Bonds, (ii) one-hundred-twenty-five percent (125%) of the average annual debt service required thereof, or (iii) ten percent (10%) of the principal amount of the Municipal System Bonds, or such lesser amount required by Treasury Regulation § 148-2(f)(2) or any successor Treasury Regulation.

“Municipal System Operating Advisory Committee” shall mean the operating advisory committee described in Article IX of this Agreement.

“Municipal System Operating Charges” shall mean the charges described in Section 4.3 of this Agreement.

“Municipal System Operating Expenses” shall mean all (i) non-capital costs and expenses paid or incurred by the Authority in connection with the ownership, operation, maintenance or repair of the Municipal System, including a reasonable allocation of the Authority’s general overhead and administrative expenses attributable to the Municipal System, the costs of adopting and implementing the Authority’s water conservation and drought contingency plans and rules and regulations related thereto as generally described in Section 3.7 hereof, as well as the accumulation of reasonable reserves for operations and maintenance costs, emergencies, and contingencies, (ii) costs of developing and exploring new or potential sources of water to serve the Municipal System, including the accumulation of reasonable reserves therefor, and (iii) costs of water to be purchased or produced by the Authority, including the accumulation of reasonable reserves therefor, to the extent such charges are not included as Raw Water Charges. Municipal operating reserves established as part of the Municipal System Operating Expenses shall not exceed six months of Municipal System Operating Expenses. Municipal System Operating Expenses shall not include the cost of operating or maintaining any Special Project Facilities, except as provided in an amendment to this Agreement.

“North-South Interconnect” shall mean the portion of the water transmission lines and related appurtenances owned by the Authority or operated by the Authority pursuant to contractual arrangements running from an origination point at the intersection with the North Transmission System northeast of the intersection of Attwater Avenue and North Humble Camp Road in the City of Texas City running roughly parallel to Canal G System to a termination point where the Canal G System intersects 39-Inch Transmission Line at Avenue L in the City of Santa Fe (as depicted on Exhibit C-5, Segment C-R), as may be modified to address future changes in ownership or contractual arrangements. For purposes of clarity, the North-South Interconnect includes any laterals to any point(s) of delivery. No Customer has a point of delivery currently located on this transmission line (points of delivery may be added or changed from time to time).

“North Transmission System” shall mean the water transmission lines and related appurtenances running from an origination point at the above ground transmission meter at the Thomas Mackey Water Treatment Plant to a termination point at the intersection with the Bayshore Transmission System to the northwest of the intersection of Humble Road and Paula Lane (as depicted on Exhibit C-4). The North Transmission System is further subdivided into segments. Segment A-B running from the origin point to the split in the line at Attwater Avenue, and Segment B-C running from the split in the line at Attwater Avenue to where it intersects the North-South

Interconnect adjacent to North Humble Camp Road, and Segment C-D from the intersection with the North-South Interconnect to the point where the North Transmission System intersects with the Bayshore Transmission System, and Segment D-E running from the point where the North Transmission System intersects with the Bayshore Transmission System west to the Galveston County Water Control and Improvement District No. 1 point of delivery (as depicted on Exhibit C-4). For purposes of clarity, the North Transmission System includes any laterals to the points of delivery identified below. The following six (6) Customer points of delivery (located and numbered as depicted on Exhibit C-4) are currently located on this transmission system (points of delivery may be added or changed from time to time):

1. City of Texas City – two points of delivery located at the above ground transmission meters at the Thomas Mackey Water Treatment Plant;
2. City of La Marque;
3. City of Texas City;
4. City of Texas City; and
5. Galveston County Water Control and Improvement District No. 1.

“Outstanding” shall have the meaning ascribed thereto in Section 14.2 of this Agreement.

“Point(s) of Delivery” shall mean the points of delivery constructed and installed by agreement of the Authority and Purchaser pursuant to this Agreement, which initial Points of Delivery are as follows:

2. City of La Marque; and
16. City of La Marque.

“Point of Delivery Contract Quantity” shall mean the maximum portion of a Customer’s Contract Quantity delivered to the Customer by means of a specified Point of Delivery as further provided in Section 2.1 of this Agreement. The Point of Delivery Contract Quantities for all of the Customers as of August 31, 2022, are set forth in Exhibit B-1 attached hereto, which Exhibit B-1 may be updated by the Authority from time to time to reflect changes in Point of Delivery Contract Quantity for Customers of the Municipal System pursuant to the terms of this Agreement.

“Potable Water” shall mean water that has been treated for public drinking water supply purposes.

“Purchaser” shall mean the Purchaser named on page 1 of this Agreement, and its successors and assigns.

“Raw Water Charges” shall mean the dollar amounts required to be paid by Municipal System Customers to the Industrial Division for raw water, which includes components for operations and maintenance costs, costs of capital, and debt service for the Canal Division and the

Texas City Reservoir and Raw Water Conveyance System as more specifically described in Article VI of the Industrial Division Customer Contracts.

“Seller’s Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“7.9 MGD Mackey Plant Expansion” shall mean the construction, acquisition and equipment of facilities and improvements required to expand the capacity of the Mackey Plant by 7,900,000 gallons per day from 49,700,000 gallons per day to 57,600,000 gallons per day, which includes Canal System capital charges associated with the additional raw water to serve the expansion.

“7.9 MGD Mackey Plant Expansion Bonds” shall mean the Municipal System Bonds issued in one or more series for the purpose of financing the design, construction, and equipment of improvements to the 7.9 MGD Mackey Plant Expansion.

“South Transmission System” shall mean the water transmission lines and related appurtenances running from an origination point at meter at the south end of the Mackey Plant high service header to termination points at the end of the South Transmission Line located near the northern end of the Galveston Island Railroad Crossing Bridge and at the intersection with the League City Transmission Line at the Calder Meter Station located northwest of the intersection of FM 517 and Calder Drive in the City of League City (as depicted on Exhibit C-7). The South Transmission System is further subdivided into the South Transmission Line, the Highway 6 Transmission Line, and the 39-Inch Transmission Line.

“South Transmission Line” shall mean the water transmission lines and related appurtenances running from an origination point at meter at the south end of the Mackey Plant high service header to termination points at the end of the South Transmission Line located near the northern end of the Galveston Island Railroad Crossing Bridge (as depicted on Exhibit C-7-A). This line is further subdivided into segments. Segment J-K running from the origin point to the meter at the intersection with the Highway 6 Transmission Line, and Segment K-L from the meter at the intersection with the Highway 6 Transmission Line to the termination point (as depicted on Exhibit C-7-A). For purposes of clarity, the South Transmission Line includes any laterals to the point of delivery identified below. One Customer has a point of delivery (located and numbered as depicted on Exhibit C-7-A) that is currently located on the South Transmission Line (points of delivery may be added or changed from time to time):

11B. City of Galveston.

“Special Project Bonds” shall have the meaning ascribed thereto in Section 7.8 of this Agreement.

“Special Project Facilities” shall have the meaning ascribed thereto in Section 7.8 of this Agreement.

“Special Project Customers” shall have the meaning ascribed thereto in Section 7.8 of this Agreement.

“Tax-Exempt Bonds” shall mean bonds the interest of which is excludable from gross income for federal income tax purposes.

“Texas City Reservoir and Raw Water Conveyance System” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“Texas City Reservoir and Raw Water Conveyance System Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“39-Inch Transmission Line” shall mean the water transmission lines and related appurtenances running from an origination point at the intersection with the Highway 6 Transmission Line, at the 36-Inch Valve and the 30-Inch Valve adjacent to the Alta Loma Pump Station Pressure Reduction Station to a termination point at Calder Meter Station where it intersects with the League City Transmission Line (as depicted on Exhibit C-7-C). The 39-Inch Transmission Line is further subdivided into segments. Segment N-O running from the origin point north to the split for the Galveston County Water Control and Improvement District No. 8 11th Street point of delivery, Segment O-P running from the 11th Street split north to where the line splits for the City of La Marque point of delivery on FM 1764, Segment P-Q from the City of La Marque split to where the line splits for the Santa Fe Avenue L point of delivery, Segment Q-R from the Avenue L split to the intersection with the North-South Interconnect adjacent to the intersection of the Galveston Canal and Avenue L in the City of Santa Fe, Segment R-S from the intersection with the North-South Interconnect to the where the line splits for the Galveston County Water Control and Improvement District No. 1 point of delivery on FM 517, and Segment S-T from the Galveston County Water Control and Improvement District No. 1 point of delivery to the termination point. For purposes of clarity, the 39-Inch Transmission Line includes any laterals to the points of delivery identified below. The following five (5) Customer points of delivery (located and numbered as depicted on Exhibit C-7-C) are currently located on this transmission line (points of delivery may be added or changed from time to time):

15. Galveston County Water Control and Improvement District No. 8;
16. City of La Marque;
17. Galveston County Water Control and Improvement District No. 8;
18. Galveston County Water Control and Improvement District No. 1; and
19. City of League City.

“Water Treatment Plants” shall mean the Mackey Plant and any additional Potable Water treatment facilities and all other improvements, equipment, pumps, pump stations fixtures and facilities located at the potable plant sites or used in association therewith as may be added to the Municipal System from time to time.

Section 1.2. Table of Contents, Titles and Headings. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in

construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.3. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) The coordinates utilized in this Agreement are provided in the World Geodetic System (WGS) 1984.

ARTICLE II
CONTRACT QUANTITY

Section 2.1. Contract Quantity. (a) The Municipal System has been designed and constructed, in such a way that after the completion of the 7.9 MGD Mackey Plant Expansion, the Mackey Plant will be able to deliver and the Authority shall be obligated to deliver to Purchaser a maximum number of gallons of water per day (averaged over each calendar month) equal to Purchaser's Contract Quantity, subject to the provisions of this Agreement.

(b) The Authority will deliver Purchaser's Contract Quantity to Purchaser's Point(s) of Delivery through Components of the Municipal System. In some instances, constraints in the capacity of Components of the Municipal System may prevent the delivery of a portion of a Customer's Contract Quantity to one or more of Purchaser's Points of Delivery. To that end, the Point of Delivery Contract Quantity is the maximum portion of a Customer's Contract Quantity that can be delivered to a Customer by means of the Municipal System to a Point of Delivery. The Authority's obligation to deliver Purchaser's Contract Quantity shall be limited by the Point of Delivery Contract Quantity. The current Contract Quantities and Point of Delivery Contract Quantities are set forth in Exhibit A and Exhibit B-1 attached hereto, which exhibits may be updated by the Authority from time to time to reflect the then-current Contract Quantity and Point of Delivery Contract Quantities of Municipal System Customers.

(c) Purchaser acknowledges that the Municipal System was developed to accommodate the delivery of Potable Water to Customers at identified points of delivery taking into account Contract Quantities at the time Components of the Municipal System were constructed. To the extent that it is necessary to make additions, extensions, or improvements to the Municipal System as a result of Purchaser's acquisition of additional Contract Quantity from the Authority or another Customer or by virtue of Purchaser's change in Point of Delivery, such Customer shall be responsible for any and all costs associated with such additions, extensions, or improvements. The additional capacity associated with such additions, extensions, or improvements, when made, shall be reflected in Purchaser's applicable Point of Delivery Contract Quantities, as applicable.

(d) If Purchaser desires to reallocate its Point of Delivery Contract Quantity, it may request such reallocation by the Authority no later than 180 days prior to the beginning of the Authority's Fiscal Year, and the Authority's approval of such reallocation shall not be

unreasonably withheld. If approved by the Authority, such reallocation shall be evidenced by written agreement between Purchaser and the Authority, provided that the Authority's obligation to deliver water in accordance with such reallocation is not effective until any necessary additions, extensions, or improvements to the Municipal System as described in clause (c) above are complete. Following such written agreement, the updated Point of Delivery Contract Quantity will be reflected in an update to Exhibit B-1 hereto.

(e) Subject to the other provisions of this Agreement (including specifically the allocation of Municipal System Operating Charges by actual water usage pursuant to Section 4.3(b) hereof), the Authority shall sell and deliver to Purchaser, and Purchaser shall take and pay for or pay for whether taken or not, its Contract Quantity as provided herein. Purchaser's Contract Quantity shall remain in effect until the termination of this Agreement, unless increased or decreased pursuant to the provisions of this Agreement. Except as provided in Article V and VIII, nothing in this Agreement shall be interpreted to allow Authority to increase or decrease Purchaser's Contract Quantity without the express written consent of Purchaser.

(f) In connection with its execution of this Agreement, Purchaser is increasing its Contract Quantity by 1.247 million gallons per day through participation in the 7.9 MGD Mackey Plant Expansion, which amount is included in the attached Exhibit A. In connection with Purchaser's increase in Contract Quantity, Purchaser is financing its \$3,491,600 share of the costs associated with the 7.9 MGD Mackey Plant Expansion by participating in the issuance of the 7.9 MGD Mackey Plant Expansion Bonds to be issued after the Effective Date of this Agreement, such issuance expected to be between April 1, 2022 and December 31, 2022. Purchaser acknowledges and agrees that the issuance of the 7.9 MGD Mackey Plant Expansion Bonds will additionally include costs of issuance and may include reserve fund requirements that will also be financed through the 7.9 MGD Mackey Plant Expansion Bonds, with such amounts determined at the time the bonds are issued and apportioned among participants in the 7.9 MGD Mackey Plant Expansion Bonds. Purchaser's share of the 7.9 MGD Mackey Plant Expansion Bonds being issued for the 7.9 MGD Mackey Plant Expansion is described in Addendum 1 to this Agreement, which may be updated in advance of the issuance of the 7.9 MGD Mackey Plant Expansion Bonds to reflect the final participants in the 7.9 MGD Mackey Plant Expansion Bonds.

Purchaser's Point of Delivery Contract Quantities following the 7.9 MGD Mackey Plant Expansion are set forth in Exhibit B-1 hereto.

Purchaser's obligation to make the Municipal System charges described in Article V of this Agreement for the additional Contract Quantity associated with the 7.9 MGD Mackey Plant Expansion (which additional Contract Quantity is described in this Section 2.1(f)) shall commence in the Authority Fiscal Year that begins on September 1, 2022. Purchaser recognizes that prior to the completion of the 7.9 MGD Mackey Plant Expansion, Purchaser will not be entitled to utilize the increase in Contract Quantity described in this Section 2.1(f). However, if prior to the completion of the 7.9 MGD Mackey Plant Expansion, Purchaser requests the delivery of water up to its total Contract Quantity following the increase described in this Section 2.1(f) and the Authority, in its sole discretion, determines that it can deliver to the Purchaser some or all of such water based on the then current demands on the Municipal System, the Authority may choose to deliver such water to Purchaser. Purchaser acknowledges that to the extent this Agreement does not become effective in its entirety prior to the need to finance the 7.9 MGD Mackey Plant

Expansion, additional agreements between the Purchaser and the Authority will be required to facilitate the completion and financing of the 7.9 MGD Mackey Plant Expansion and the delivery of water from such project.

(g) The unit of measurement for water delivered pursuant to this Agreement shall be in gallons, U.S. Standard Liquid Measure.

Section 2.2. Decrease in Contract Quantity.

(a) Purchaser's Contract Quantity, as set forth in Exhibit A hereto, may be decreased by Purchaser at any time and from time to time by any amount equal to the Contract Quantity that (i) one or more financially responsible Municipal System Customers, whether new or old, determined in accordance with subsection (c) below, are willing to contract for from the Authority by means of the Municipal System for a term extending to and including the later of last stated maturity of any then outstanding Municipal System Bonds or the end of the Term of this Agreement (upon and subject to substantially the same provisions as contained in this Agreement, including but not limited to all applicable charges under Article IV of this Agreement), (ii) will be available (taking into account Purchaser's requested decrease) from the Authority to such other Municipal System Customer, and (iii) the Authority determines is capable of being distributed to the proposed points of delivery for the entities acquiring such Contract Quantity through Municipal System and other Authority facilities (including the facilities of the Industrial Division or Canal Division).

(b) Each decrease in Contract Quantity pursuant to this Section 2.2 shall be accomplished by written notice from Purchaser to the Authority which (i) shall be signed also by the Municipal System Customers acquiring such Contract Quantity, (ii) shall specify the amount and effective date of such decrease and the Contract Quantity desired by such other Municipal System Customers, (iii) shall express such other Municipal System Customers' willingness to enter into such an agreement with the Authority effective as of the specified effective date for such decrease, and (iv) shall be given at least three (3) months in advance of such effective date. Purchaser may include a negotiated price per 1,000 gallons of Contract Quantity to be paid to the Purchaser by the Municipal System Customer acquiring such Contract Quantity; provided, however, that such charge shall be in addition to any amounts due under a Municipal System Customer Contract. If such a charge is included as a condition to the acquisition of such Contract Quantity, the notice to the Authority shall include the amount of such charge on a price per 1,000 gallon basis.

(c) Purchaser shall give the existing Municipal System Customers the right of first refusal to assume the decrease in Contract Quantity being effected (each Municipal System Customer's right of first refusal with respect to the decrease in Contract Quantity to be in the same proportion as such Municipal System Customer's Contract Quantity bears to the sum of the Contract Quantities of all Municipal System Customers exercising their rights of first refusal); and, provided, further, that the exercise of rights of first refusal shall not be binding on Purchaser unless the Municipal System Customers invoking their rights of first refusal are willing to pay the per 1,000 gallon charge to the Purchaser, if any, that was included in the notice. Such right of first refusal must be exercised, if at all, within forty-five (45) days after Purchaser notifies the Authority and the Municipal System Customers of such proposed decrease. If after such right of first refusal

period all of the available Contract Quantity has not been assumed by existing Municipal System Customers, the remaining portion of the available Contract Quantity may be made available to a new customer, subject to the requirements of this Section 2.2.

(d) In connection with a proposed reallocation of Contract Quantity under this Section 2.2, Municipal System Customers, new or old, seeking to acquire Contract Quantity shall provide the Authority with the information the Authority deems necessary to determine whether the Municipal System and other Authority facilities (including the facilities of the Industrial Division or Canal Division) can support the delivery of water to the proposed points of delivery. If the Authority determines that the Municipal System or other Authority facilities are not capable of supporting the delivery of water to the proposed points of delivery, the acquisition of additional Contract Quantity shall be conditioned upon the completion of any improvements to the facilities of the Authority that the Authority deems necessary or desirable for delivery of the additional Contract Quantity to the proposed points of delivery, with the costs of such improvements to be borne by the Municipal System Customer(s) seeking to acquire additional Contract Quantity requiring such improvements. If a Municipal System Customer wishes to acquire additional Contract Quantity following a determination by the Authority that the Components of the Municipal System are not capable of supporting the delivery of water to the proposed points of delivery, such Municipal System Customer may still contract for such additional Contract Quantity provided that the Contract specifies that the Authority is not required to deliver such additional Contract Quantity until such time as the improvements to the Components of the Municipal System required to enable such delivery have been made as well as such Municipal System Customer's obligation to pay for such improvements.

(e) The Municipal System Customer Contract of any existing Municipal System Customer acquiring additional Contract Quantity shall be amended to add, and any Municipal System Customer Contract of a new Municipal System Customer acquiring Contract Quantity shall include, an assumption by such Municipal System Customer, whether new or old, of the charges described in Article IV, herein associated with the Contract Quantity being acquired. The proposed decrease, however, shall not become effective if the Authority and such other Municipal System Customers should fail to execute such agreements by such effective date, unless the effective date is extended in the Authority's sole Discretion.

(f) So long as any Municipal System Bonds are Outstanding (as that term is defined in Section 14.2 of this Agreement), a decrease in Contract Quantity pursuant to this Section 2.2 shall not have the effect of relieving Purchaser of any liability that it would otherwise have pursuant to Article IV, herein if no such decrease had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by such assuming Municipal System Customer.

(g) If the acquisition of Contract Quantity by any customer under this Section 2.2 would result in the interest on any bonds of the Authority losing their eligibility for exclusion from federal income taxation, the customer acquiring such Contract Quantity shall be responsible for all costs associated with any remedial action necessitated by such acquisition. Prior to entering into an acquisition contract with a customer under this Section 2.2 that is not a political subdivision of the State of Texas, Purchaser will be required to provide to the Authority, at the Purchaser's expense, an opinion of bond counsel to the Authority to the effect that entering into such contract

will not adversely affect the excludability of interest on any issue of then-outstanding Tax-Exempt Bonds from gross income for federal income tax purposes.

Section 2.3. Effective Date of Decreases. Each decrease in the Contract Quantity pursuant to Section 2.2 herein shall be effective as of the effective date specified for such decrease, and the new Contract Quantity and Point of Delivery Contract Quantity shall be reflected in updates to Exhibit A and Exhibit B-1 to this Agreement and remain in effect hereunder until the termination of this Agreement unless otherwise changed pursuant to the provisions of this Agreement.

Section 2.4. Availability of Additional Capacity; Increases in Contract Quantity. To the extent there is additional capacity available in the Municipal System or the Authority is undertaking an expansion to the Municipal System that increases capacity in the Municipal System beyond the total amount of all Municipal System Customers' Contract Quantities, the Board may in its sole Discretion contract with any one or more existing Municipal System Customers or a new customer that is a financially responsible party willing to contract with the Authority for the acquisition of new Contract Quantity upon and subject to substantially the same provisions contained in this Agreement; provided, however that the Authority shall first make the additional capacity available to existing Customers and may only bring on a new customer to the extent that existing Customers do not avail themselves of the additional capacity within the time period specified by the Board. In connection with the acquisition of new or additional Contract Quantity by any existing or new Customer, the Authority may require the payment of a buy-in fee in an amount established by the Board from time to time. Any such buy-in fee paid to the Authority shall be utilized by the Authority to pay capital expenses associated with the Municipal System or the acquisition of additional water supplies to serve the Municipal System. Additionally, if the Authority determines that the Municipal System or other Authority facilities are not capable of supporting the delivery of water to the proposed points of delivery, the Authority shall condition its approval of a proposed contract upon the completion of any improvements to the facilities of the Authority that the Authority deems necessary or desirable for delivery of water to the proposed points of delivery under the proposed contract, with the costs of such improvements to be borne by the party seeking additional Contract Quantity or a change to Point of Delivery Contract Quantity.

Section 2.5. Notices of Increases and Decreases. Following any change to Customer Contract Quantities under this Agreement, the Authority shall provide an updated Exhibit A to each Customer. Upon written request from a Customer, the Authority will provide to the requesting Customer written confirmation of the Authority's determination that such adjustments will not prevent the Authority from providing service to such requesting Customer as provided in this Agreement.

ARTICLE III WATER DELIVERY, USE, QUALITY AND MEASUREMENT

Section 3.1. Point of Delivery. All water delivered by the Authority to Purchaser pursuant to this Agreement shall be delivered at Purchaser's Point(s) of Delivery.

As between the parties hereto the Authority shall be in exclusive control and possession of, and solely responsible for, all water deliverable hereunder until the same shall pass through the flange on the downstream side of the meter at such Point(s) of Delivery, and thereafter Purchaser shall be in exclusive control and possession thereof and solely responsible therefor. Additionally, Purchaser shall be solely responsible for the operations and maintenance of any facilities located downstream of such flange.

Section 3.2. Use. The Authority recognizes that the water delivered to Purchaser under this Agreement will be distributed to Purchaser's customers through Purchaser's water distribution system, and that such system is now or may hereafter be interconnected with the distribution system or systems of one or more Municipal System Customers. Purchaser recognizes that the water delivered by the Authority hereunder is not intended for resale by Purchaser's customers, and Purchaser agrees that no water delivered by the Authority hereunder will be sold or made available to any third party that intends to resell such water other than another Municipal System Customer or to the State or a political subdivision of the State (i) under emergency conditions or (ii) if the State or political subdivision of the State provides such water to its customers pursuant to published rates. Purchaser acknowledges that any such customers do not constitute Municipal System Customers or third-party beneficiaries of this Agreement and have no rights under this Agreement nor any right to enforce the provisions hereof.

Section 3.3. Quality and Pressure. The Authority agrees to sell and deliver to Purchaser Potable Water at the Point(s) of Delivery of a quality and pressure that meets the minimum federal and state regulatory standards. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE AUTHORITY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE QUALITY OR DELIVERY PRESSURE OF THE WATER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 3.4. Rate of Flow Limitation. The Authority will deliver to Purchaser at its Point(s) of Delivery an amount up to, but not to exceed, Purchaser's total Contract Quantity (subject to the limitations in Section 2.1(b)) during any 24-hour period at a maximum rate of flow expressed in gallons per minute not to exceed Customer's Contract Quantity in million gallons per day ("MGD") divided by 1,440 minutes times 1.3. If Purchaser informs the Authority that it temporarily needs a rate of flow greater than that described in the previous sentence and the Authority determines in its sole discretion that it can accommodate such increase without compromising its ability to deliver water to other Customers or the efficient operation of the Municipal System, the Authority will work with Purchaser to facilitate the temporary provision of water at a greater rate of flow. The Authority may from time to time establish reasonable adjustments to the rate of flow and time of flow limitations contained in this Section in order to ensure that each Customer receives its Contract Quantity share and to maintain the efficient operation of the Municipal System. Purchaser is not entitled to rely upon the delivery by the Authority of water in excess of Purchaser's Contract Quantity or an increase in the rate of flow of water delivered from the Municipal System to compensate for loss of pressure or other failure within Purchaser's water transmission and distribution system.

Section 3.5. Measurement. Purchaser and Authority agree that the meters at the Point(s) of Delivery shall be owned by Authority and tested and calibrated for accuracy by the Authority once each calendar year at intervals of approximately twelve (12) months. A report of such test

and calibration shall be furnished to Purchaser. The Purchaser shall be given at least five (5) days' prior notice of the time of any test and calibration of a meter and Purchaser and the Authority shall have the right to have a representative present at the test to observe the test and any adjustments found thereby to be necessary. In the event any questions arise at any time as to the accuracy of a meter, the meter shall be tested within a reasonable period of time following such request for testing by Authority or the Purchaser. The expense of such test is to be borne by the party requesting the test if the meter is found to be correct and by the Authority if it is found to be incorrect. Readings that vary within 1.5 per cent (1.5%) of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., currently in excess of 1.5% plus or minus of accuracy), then the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, the period shall be extended back ninety (90) days from the date of the initial request for meter testing, and the records of readings shall be adjusted accordingly. Following each test of a meter, the Authority shall cause the same to be calibrated to register accurately and a report forwarded to the Purchaser. If two meters are located at a Point of Delivery, the readings from Authority's meter shall control. IN NO EVENT SHALL ANY ADJUSTMENT BE MADE TO ANY PAYMENT FOR WATER BASED UPON ANY METER ERROR, METER READING ERROR, OR BILLING ERROR RESULTING FROM SUCH METER OR METER READING ERROR, KNOWN OR UNKNOWN, MORE THAN NINETY (90) DAYS AFTER SUCH PAYMENT IS MADE OR RECEIVED.

The Authority agrees that it will keep accurate records of the monthly readings from the meters it owns, which records shall be subject to inspection by Purchaser at reasonable times and places. The Authority agrees to make such readings available to Purchaser electronically.

Section 3.6. Rules and Regulations. It is understood and agreed that the Authority has and shall have the sole authority and responsibility for operation of the Municipal System. The Authority may from time to time establish reasonable standards and rules for such operation which are not inconsistent with providing water service to Purchaser in accordance with the other terms and provisions of this Agreement.

Section 3.7. Conservation of Water. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall reasonably maintain and operate its facilities in a manner that will promote beneficial use, and prevent unnecessary waste, of water. The Authority, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation and drought management for water supplied by the Authority to Purchaser and other customers of the Authority with which Purchaser must comply. Purchaser shall adopt and implement a water conservation and drought contingency plan, as required by applicable law, which may be reviewed by the Authority. If required by applicable law or regulation, Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or provide water services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation and drought contingency plan in compliance with such applicable law or regulation.

Section 3.8. Breaks in Lines. The Authority will promptly and reasonably act to repair any leaks or breaks in water transmission lines of the Municipal System that could cause a reduction in water supply to the Point(s) of Delivery.

ARTICLE IV RATES, FEES, CHARGES AND ASSESSMENTS

Section 4.1. Municipal System Charges. The parties hereto recognize that because the operation, maintenance, repair, and replacement expenses of the Municipal System will vary from time to time, it is neither practical nor possible to fix a schedule of specific rates in this Agreement that will control the price paid by Purchaser to the Authority for water delivered throughout the term of this Agreement. The parties recognize, however, that the Authority is not organized for profit and that its rates for water should at all times be the economically reasonable rates that are consistent with good business management on the part of the Authority and with the commitment that the Authority must make to its bondholders in order to provide funds with which to expand, improve, construct, and equip the Municipal System. Purchaser further recognizes that all or a portion of the raw water supplied to it will be supplied by means of the Authority's Canal Division and Industrial Division, and that the Municipal System must pay for such water through the payment of the Raw Water Charges.

As full and complete payment for its Contract Quantity from time to time in effect, and the water from time to time hereafter taken and received hereunder, Purchaser shall pay monthly to the Authority, in the manner set forth in Section 5.1 of this Agreement, total charges which shall include its allocated share (as defined in the Sections for each charge set forth in this Article IV) of the (1) Raw Water Charges; (2) Municipal System Operating Charges; (3) Budgeted Capital Charges; (4) Excess Use Charges, if any; (5) Municipal System Debt Service Charges; and (6) any fee or rate established by rate order of the Board. A rate or charge imposed by the Authority is conclusively presumed valid and to have occurred in accordance with all applicable statutes and contracts of the Authority on the second anniversary of the date such rate or charge is set unless a lawsuit or administrative action to invalidate such rate or charge has been filed before such second anniversary.

Section 4.2. Raw Water Charges. Raw Water Charges shall be allocated among all Customers each month based on their Contract Quantities, pursuant to the Industrial Division Customer Contracts, as amended.

As of the Effective Date of this Agreement, the Authority has two series of bonds Outstanding that are secured by the debt service component of the Raw Water Charges for the Texas City Reservoir and Raw Water Conveyance System. These are the Gulf Coast Water Authority Contract Revenue Bond (Texas City Reservoir and Raw Water Conveyance System Project), Series 2016A (Tax-Exempt) and the Gulf Coast Water Authority Contract Revenue Bond (Texas City Reservoir and Raw Water Conveyance System Project), Series 2016B (Taxable). Purchaser acknowledges and agrees that it has previously consented to and is obligated to pay Raw Water Charges associated with its allocated share of the debt service payments on such series of bonds and any bonds issued to refund such bonds as well as any bonds issued for the purposes described in Section 7.5 of this Agreement, pursuant to the Industrial Division Customer Contracts.

Section 4.3. Municipal System Operating Charges.

(a) Establishment of Municipal System Operating Charges. Municipal System Operating Charges shall mean a monthly charge equal to Purchaser's allocated share (as set forth in subsection (b) below) of the Municipal System Operating Expenses determined as hereinafter provided for each monthly billing period:

(i) One-twelfth (1/12th) of the estimated annual Municipal System Operating Expenses, based upon the Annual Budget more fully described below; plus

(ii) An amount sufficient to provide for the reimbursement of the Authority's operating reserves established as part of the Municipal System Operating Expenses in substantially equal monthly installments for any amounts withdrawn therefrom within a period of one-year.

The Municipal System Operating Charges described in this Section 4.3 shall be based upon Annual Budgets prepared by the Authority in accordance with Section 4.9 of this Agreement. Any excess or deficiency in amounts paid by Customers with regard to Municipal System Operating Charges in a given Fiscal Year will be taken into account by the Authority in preparing the Annual Budget for the next Fiscal Year.

(b) Allocation of Municipal System Operating Charges. Municipal System Operating Charges shall be determined by Component and allocated among Customers participating in each Component on a pro rata basis based upon their actual water usage for the last complete calendar year for which data is available at the time the Authority prepares its Annual Budget. (For purposes of illustration, when the Authority is preparing its 2022-2023 Annual Budget, the last complete calendar year for which usage data will be available will be for calendar year 2021.) In the event that a Customer's water usage for the last complete calendar year includes an unusual increase or decrease in water usage due to a hurricane or other tropical event, fire, flood, or freeze, or a catastrophic event for which the Governor has issued a declaration of emergency, such Customer may request an adjustment to the quantity of water used by the Authority in making the allocations described in this subsection to more accurately reflect such Customer's expected water use in the upcoming year. The Authority may choose whether to make some or all of the requested adjustment in its sole Discretion. A request for adjustment must be made in writing and identify the cause of the unusual increase or decrease in water usage as well as the amount of the requested adjustment in a form that is acceptable to the Authority. Any such request must be received by the Authority not later than April 15 in order to be included in the calculations for the next Fiscal Year. Under no circumstances shall the inability to receive water from the Municipal System relieve any Customer from the obligation to pay Municipal System Operating Charges.

Section 4.4. Budgeted Capital Charges.

(a) Establishment of Budgeted Capital Charges. Budgeted Capital Charges shall mean a monthly charge equal to Purchaser's allocated share (as set forth in subsection (b) below) of the Budgeted Capital Expenses determined as hereinafter provided for each monthly billing period:

(i) One-twelfth (1/12th) of the estimated annual Budgeted Capital Expenses, based upon the Annual Budget more fully described below; plus

(ii) An amount sufficient to provide for the reimbursement of the Authority's reserves, such annual reimbursements not to exceed five percent (5%) of the total Annual Budget for such Fiscal Year, established as part of the Budgeted Capital Expenses in substantially equal monthly installments for any amounts withdrawn therefrom within a period of one-year.

The Budgeted Capital Charges described in this Section 4.4 shall be based upon Annual Budgets prepared by the Authority in accordance with Section 4.9 of this Agreement.

(b) Allocation of Budgeted Capital Charges. Budgeted Capital Charges shall be determined by Customer Group and allocated among the Customers in each Customer Group on a pro rata basis based upon their applicable Contract Quantity at the time the Authority prepares its Annual Budget. Under no circumstances shall the inability to receive water from the Municipal System relieve any Customer from the obligation to pay Budgeted Capital Charges.

Section 4.5. Municipal System Reserves. Any Municipal System reserves established by the Board may be used by the Authority for any purpose designated by the Board, including:

(a) to pay Municipal System Operating Expenses or Budgeted Capital Expenses if there is insufficient money for such purposes;

(b) to pay the cost of ordinary and extraordinary capital repairs and replacements to the Municipal System;

(c) to pay Raw Water Charges if the Board determines that such expenditure is necessary in order to maintain a reliable water supply or prevent a default in the payment of principal of or interest on Seller's Revenue Bonds and there is insufficient money for such purposes; and

(d) to prevent a default in the payment of principal of or interest on the Municipal System Bonds.

Section 4.6. Excess Use Charges. If Purchaser takes water from the Municipal System during any month in excess of Purchaser's then existing Contract Quantity or Point of Delivery Contract Quantity (each expressed as an average daily amount in gallons per day), Purchaser shall pay, for each one thousand (1,000) gallons, or portion thereof, of such excess, three times the amount per one thousand (1,000) gallons payable by Purchaser as Municipal System Operating Charges during that Fiscal Year on such excess usage (the "Excess Use Charge"). The Authority shall use the revenues derived from such Excess Use Charges to pay expenses of the Municipal System. Purchaser acknowledges and agrees that it does not have a right to use water in excess of its Contract Quantity or Point of Delivery Contract Quantity. If the Authority, in its sole discretion, determines that water in excess of a Customer's Point of Delivery Contract Quantity can be delivered to a Customer's Point of Delivery in excess of its applicable Point of Delivery Contract Quantity based on the then current demands on the System or in an emergency situation, the Board may choose not to impose an Excess Use Charge for the delivery of such water.

Section 4.7. Municipal System Debt Service Charges. The following provisions describe the Municipal System Debt Service Charges and the allocation of such charges among Customers and owed by the Purchaser:

(a) Debt Service Requirements. When used in this Agreement, the term Debt Service Requirements shall mean a monthly charge equal to Purchaser's allocated share (determined as hereinafter provided for the monthly billing period) of the sum of the following:

(i) One-twelfth (1/12) of the annual sum required to be deposited into the applicable debt service fund to pay (A) principal of (whether upon maturity or earlier optional or mandatory redemption), premium, if any, on any Municipal System Bonds, (B) amounts required to be paid under credit agreements, paying agent fees and other expenses paid in connection with any Municipal System Bonds, and (C) amounts required to meet any rate covenant with respect to coverage of the principal of, premium, if any and interest on any Municipal System Bonds, as provided in the bond resolution authorizing the issuance of such Municipal System Bonds; plus

(ii) In substantially equal monthly installments, the amount required to be deposited into the applicable debt service fund to pay the interest becoming due on the next interest payment date on any Municipal System Bonds as provided in the bond resolution authorizing the issuance of such Municipal System Bonds; plus

(iii) The monthly amount required to be deposited into the Municipal System Debt Service Reserve Fund, as set out in a bond resolution authorizing the issuance of Municipal System Bonds for each Contract Year beginning in the first Contract Year during which such Municipal System Bonds are Outstanding; including the amounts required for the replenishment of the Municipal System Debt Service Reserve Fund so that it meets the Municipal System Debt Service Reserve Fund Requirement, as provided in a bond resolution; plus

(iv) The monthly amount required to be deposited into an Additional Municipal System Reserve Fund, if any, as set out in the bond resolution authorizing the issuance of the such Municipal System Bonds for each Contract Year beginning in the first Contract Year during which such series of Municipal System Bonds are Outstanding including the amounts required for the replenishment of such Additional Municipal System Reserve Fund as provided in a bond resolution; plus

(v) Arbitrage rebate payments, credit or liquidity fees, other payments, fees, and expenses due under a credit agreement associated with Municipal System Bonds and termination payments for any credit agreement associated with a series of Municipal System Bonds.

In calculating the Debt Service Requirements, Customers shall be entitled to a credit against the Debt Service Requirements described above equal to (i) proceeds designated in a bond resolution for a series of Municipal System Bonds for the purpose of paying interest on any series of Municipal System Bonds during the construction of any portion of the Municipal System; (ii) surplus amounts on deposit in the interest and sinking fund

for a series of Municipal System Bonds that is available to pay any Debt Service Requirements by reason of interest earnings on funds in the interest and sinking fund, any overpayment, or because of the deposit of surplus proceeds of the Municipal System Bonds in an interest and sinking fund after completion of any portion of the Municipal System funded with such series of Municipal System Bonds; and (iii) amounts received from other sources that are dedicated by the Board to payment of the Debt Service Requirements. Purchaser's allocated share of the Debt Service Requirements for a particular series of Municipal System Bonds shall be determined as provided in subsections (b), (c), or (d) below, as appropriate.

If any Customer defaults in the payment of its allocated share of the Debt Service Requirements described in subsection (iii) above for a particular Series of Municipal System Bonds, such amount shall be reallocated pro rata by the Authority based on the Contract Quantities of all non-defaulting Customers so that the full amount of the Debt Service Charges described in subsection (iii) above shall always be paid notwithstanding the failure of any Customer to pay any portion thereof. The obligation to fund deficiencies in the Debt Service Charges described in subsection (iii) above shall apply to all Municipal System Bonds. Purchaser shall be given a credit for any amounts paid pursuant to this provision if the defaulting Customer (or a successor in interest to such defaulting Customer) subsequently makes a payment for which it was in default. The Authority shall exercise good faith efforts to pursue all available legal remedies against the defaulting Customer to obtain payment from the defaulting Customer of its share of the Debt Service Requirements as reasonably practicable after such Customer defaults.

(b) Allocation of Municipal System Debt Service Charges, Generally. Municipal System Debt Services Charges shall be allocated as set forth below. The Authority shall provide notice of such allocation as provided in Section 4.7(c) herein.

(i) Improvement, Construction, Reconstruction, Repair, Equipment, and Modification of the Mackey Plant. Debt Service Requirements for Municipal System Bonds issued for the improvement, construction, reconstruction, repair, equipment, or modification of the Mackey Plant, including the improvement or addition of equipment or facilities determined by the Board to improve the reliability, redundancy, or resiliency of the Mackey Plant, the Municipal System, or additional water supplies for the Municipal System, shall be shared by all of the Municipal System Customers as provided in this subparagraph (b)(i). Unless reduced through the payment of a capital contribution by a Municipal System Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(i) shall be determined by the application of the total of the Debt Service Requirements for the applicable series of Municipal System Bonds (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) times a fraction, the numerator of which is the Contract Quantity of the Purchaser and the denominator of which is the total of all of the Contract Quantities of the Municipal System Customers from time to time.

(ii) Expansions of the Municipal System Resulting in Additional Contract Quantity. Debt Service Requirements for Municipal System Bonds issued for the purpose of expanding the capacity of the existing Municipal System in a manner that results in the availability of additional Contract Quantity shall be shared by the Municipal System Customers in accordance with this subparagraph (b)(ii). The Customers participating in such an expansion shall be considered a Customer Group for the purposes of financing or refinancing such expansions. Unless reduced through the payment of a capital contribution by a Municipal System Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Municipal System Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(ii) shall be determined by the application of the total of the Debt Service Requirements for the applicable series of Municipal System Bonds (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) times a fraction, the numerator of which shall be the incremental increase in the Contract Quantity of the Purchaser and the denominator of which is the total of all the incremental increases in the Contract Quantities of the Municipal System Customers participating in the issuance of Municipal System Bonds for such expansion as the result of such expansion.

(iii) Other Authority Projects. Debt Service Requirements for Municipal System Bonds issued for the improvement, construction, reconstruction, repair, equipment, modification of or extensions to or the refinancing of one or more Components of the Municipal System (other than described in subparagraphs (b)(i) and (ii) above), shall be shared by all of the Customers participating in such Component or Components as provided in this subparagraph (b)(iii). The Customers participating in a Component shall be considered a Customer Group for the purposes of financing or refinancing such Component. A list of the current Customer Groups associated with Components of the Municipal System is attached as Exhibit B-2. Unless reduced through the payment of a capital contribution by a Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(iii) shall be determined (a) by allocation of the Debt Service Requirements to each the Components being financed based on the portion of the Municipal System Bonds allocated to such Component (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) and (b) allocating the Debt Service Requirements for each Component pro rata among the Customers in the applicable Customer Groups based on their Contract Quantities as shown in Exhibit B-2, as amended. Notwithstanding the foregoing, if the improvement, construction, reconstruction, repair, equipment, modification of or extensions to or the refinancing of one or more Components includes the oversizing, extension, enhancement or other modification of one or more Components at the request of one or more Customers, the Authority and the Customers participating in the Components(s) may agree to an alternate allocation of Municipal System Debt Services Charges in connection with such Component(s). Any such alternative arrangement shall be reflected in an addendum or supplement to this Agreement approved by the Customers participating in the

Component(s) that evidences such alternate allocation of Municipal System Debt Service Charges.

(iv) Refunding Bonds. The Municipal System Debt Service Charges on the refunding bonds shall be allocated in the same manner as the Municipal System Debt Service Charges on the Municipal System Bonds being refunded.

(v) Capital Contributions. Purchaser may pay a capital contribution for its pro rata share of any project described in Section 4.7(b)(i)-(iii) (in lieu of having Municipal System Bonds issued), which will reduce its share of Municipal Debt Service Charges associated with such project.

(c) Notice Evidencing Allocation of Debt Service Charges. With respect to each issuance of Municipal System Bonds hereafter issued to finance the items described in subparagraph (b), the Authority shall provide written notice not later than sixty (60) days prior to the proposed sale date of the Bonds to each Municipal System Customer that is part of a Customer Group for such Series of Municipal System Bonds setting forth the following information:

- (i) a description of the purpose(s) for the Municipal System Bonds;
- (ii) the estimated aggregate principal amount and series designation (if applicable) of the Municipal System Bonds being issued by the Authority and a percentage allocation of the debt service on such Municipal System Bonds; and
- (iii) the aggregate incremental increase in Contract Quantity for each Customer, if any, as a result of an expansion, and a listing of the Contract Quantities or other mechanism to be used in the allocation of Debt Service Requirements for the Municipal System Bonds among Customers as described in subparagraph (b) above.

(d) Allocation of Municipal System Debt Service Charges for the 7.9 MGD Mackey Plant Expansion Bonds. The Debt Service Charges for the 7.9 MGD Mackey Plant Expansion Bonds shall be allocated as shown in Addendum 1 hereto. Each Customer shown in Addendum 1 as participating in the 7.9 MGD Mackey Plant Expansion Bonds hereby consents to the issuance of such Municipal System Bonds for the purposes of Section 7.9 of this Agreement.

Section 4.8. Customers' Systems; Rates and Operating Expenses. All sums due to the Authority pursuant to this Agreement from any Customer that is a municipal corporation or a political subdivision of the State of Texas shall constitute operating expenses of such Customer's water supply system. Each such Customer shall fix, establish, charge and collect fees, rates, and charges for service from its water supply system as will at all times be fully sufficient to enable such Customer to pay when due all operating expenses of such system, including all sums due from such Customer to the Authority pursuant to this Article IV. Nothing in this Section, however, shall be construed as preventing the Purchaser, in its sole Discretion from making any payment due to the Authority from sources other than revenues and income of the Purchaser's water supply system. In accordance with Section 791.026(b) and (c), Texas Government Code, during the term of this Agreement, so long as the Authority has Potable Water available from the Water Treatment Plants to supply Purchaser in amounts sufficient to meet Purchaser's needs, Purchaser shall not obtain Potable Water from a source other than the Authority except (i) from facilities owned by

the Purchaser, contracted for, or included in Purchaser's capital improvement plan, on the date hereof, (ii) from groundwater sources now or hereafter available to the Purchaser, (iii) as may otherwise be permitted by this Agreement, or (iv) with the consent of the Authority, which consent shall not be unreasonably withheld.

Section 4.9. Annual Budget. The Authority shall prepare an Annual Budget. Annual Budgets shall be based on estimates prepared by the Authority. The Authority shall hold annual budget meetings with Customers and provide Purchaser with a copy of each Annual Budget at least two months prior to the effective date of such Annual Budget. The Board may amend the Annual Budget during the course of a Fiscal Year without consent of the Customers to address unanticipated events affecting the operation of the Municipal System; provided, however, that prior to implementing any such budget amendment, the Authority will give Purchaser sixty (60) calendar days' advance written notice of such proposed budget amendment and an opportunity to comment on the proposed budget amendment. Notwithstanding the foregoing, budget amendments that do not increase the costs allocated to Customers do not require such notifications (e.g., receipt of grant funds).

Section 4.10. Audits. After the end of each Fiscal Year the Authority will have an audit of accounts and expenses prepared in accordance with generally accepted accounting principles applicable to entities like the Authority during the last Fiscal Year, prepared by an independent certified public accountant or firm of certified public accountants, not in the regular employ of the Authority, which audit will be made available either (i) through the posting of such audit on the Authority's website or (ii) upon receipt of a written request, through the delivery of such audit to Purchaser, within one hundred thirty-five (135) days after the end of the Fiscal Year, and if not completed with such one hundred thirty-five (135) day period shall be provided as soon as such audit is completed.

ARTICLE V BILLING AND PAYMENT; DEFAULTS AND REMEDIES

Section 5.1. Billing and Payment. The Authority shall bill Purchaser monthly for Raw Water Charges, Municipal System Debt Service Charges, Municipal System Operating Charges, Budgeted Capital Charges, Excess Use Charges, if any, and amounts charged under the Authority's rate order, if any, commencing in the first month following the Effective Date. The Authority shall bill Purchaser monthly in advance for all Municipal System Debt Service Charges and Raw Water Charges. All such billings shall be sent to Purchaser not later than the fifth (5th) day of each month. The amount so billed shall be due and paid by Purchaser by the twenty-fifth (25th) day of the month. All payments hereunder by Purchaser shall be made to the Authority at the address shown for the Authority in Section 12.1 of this Agreement, or at such other address as may have been designated pursuant to Section 12.1 of this Agreement.

Section 5.2. Event of Default. If any bill has not been fully paid within thirty (30) days after the due date, such failure to pay shall constitute an event of default under this Agreement.

Section 5.3. Remedies. If an event of default shall occur and be continuing, the Authority shall have the right to cease delivery of water under this Agreement by giving to Purchaser thirty (30) days advance written notice of the effective date of such cessation. Such

cessation, however, shall not be effective if prior to the effective date of cessation Purchaser shall have fully paid such bill and the interest accrued thereon or the Authority has agreed to other arrangements. In addition, the Authority shall have all other rights and remedies afforded by the constitution and laws of the State of Texas, and shall further have the right to terminate all of Purchaser's other rights under this Agreement, including Purchaser's Contract Quantity hereunder, or to sell water to other purchasers for the account of Purchaser, but only after all other remedies have failed. If Purchaser pays any disputed amount, the Authority shall not have any right to terminate any of Purchaser's rights, including, but not limited to, selling of Purchaser's Contract Quantity. Payment of a disputed amount shall not affect Purchaser's right to recover the disputed amount. Payments by the Purchaser shall be subject to the provisions of the Texas Prompt Payment Act, Texas Government Code Chapter 2251. If the Authority terminates all of Purchaser's rights under this Agreement, each other Customer not in default shall have the option to acquire any of said rights (in the same proportion as such Customer's Contract Quantity bears to the sum of the Contract Quantities of all Customers exercising their options or in such other proportions as the Customers exercising their options may agree), including Purchaser's Contract Quantity hereunder; provided, however, that any Customer acquiring any terminated rights of Purchaser shall assume and be liable for all of Purchaser's duties, obligations and liabilities attributable to the rights acquired, including payment of Purchaser's allocated share of the Raw Water Charges, Municipal System Debt Service Charges, Municipal System Operating Charges, Budgeted Capital Charges, and Excess Use Charges, if any, and amounts charged under the Authority's rate order, if any. Customers exercising an option to acquire terminated rights of Purchaser must exercise said option, if at all, within forty-five (45) days after the Authority notifies such Customers of the termination of Purchaser's rights under this Agreement. No termination or reacquisition of any rights of Purchaser shall have the effect of relieving Purchaser of any liability which it would otherwise have had if no such termination or reacquisition had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by Customers acquiring terminated rights of Purchaser (or their successors or assigns). If other Customers do not assume all the defaulting Customer's Contract Quantity and the defaulting Customer fails to pay any amounts due under this Agreement, the remaining total of Contract Quantities of all Customers, exclusive of such amounts, shall be used as the basis for calculating the pro rata shares of the Customers hereunder although such readjustment shall not relieve the defaulting Customer of its liability hereunder.

ARTICLE VI SPECIAL PROVISIONS

Section 6.1. League City Transmission Line. The Authority has contracted with the City of League City for provision of Potable Water through the League City Transmission Line in the event of a drought or other emergency (subject to the pumping capacity of the City of League City's pump station located in the City of Webster and any physical and hydraulic limitations on the ability of the Authority's water transmission system to receive such volume of water). When necessitated by catastrophic failure or the lines reaching the end of their useful life, the costs of the replacement of or a mutually acceptable alternative rehabilitation process for the League City Transmission Line will be shared between the City of League City and the Authority, with eighty percent (80%) of such replacement or mutually acceptable alternative rehabilitation costs to be borne by the City of League City and twenty percent (20%) to be borne by the Authority. If the replacement of the League City Transmission Line is necessitated by other than catastrophic failure

or the end of its useful life, the City of League City and the Authority will meet to discuss the extent to which the replacement is beneficial to the Authority and the extent, if any, of the Authority's participation in the replacement project. The capacity of the current line or lines will not be materially reduced (i.e. a reduction of more than 10%) in connection with any such replacement project, absent consent from 60% of the Municipal System Customers. The Authority's share of the costs of such replacement will be shared by the Municipal System Customers pro rata based on their Contract Quantities. The Authority shall establish the price for emergency water delivered to or received from League City through the League City Transmission Line, and amounts paid or received for such emergency water under the contract between the Authority and the City of League City shall be a cost or revenue allocable to the Municipal System.

Section 6.2. Combination of the Canal J System into the Canal Division. The Authority reserves the right to expand the Canal Division to include the Canal J System, subject to the following condition: the Board determines that the total water rates charged to Municipal System Customers in the year such combination is implemented shall not increase by more than 5% as a result of such combination, as shown in the Annual Budget for such Fiscal Year.

ARTICLE VII THE MUNICIPAL SYSTEM: FINANCING AND OWNERSHIP

Section 7.1. The Municipal System. The Authority owns, operates and maintains the Municipal System to provide Potable Water to Purchaser and the other Municipal Customers. The Purchaser and the Authority agree to cooperate as provided in this Agreement in order to permit the Authority to acquire, construct, expand, extend, repair, and replace the Municipal System, to provide for the development of additional water supplies, to provide all necessary financing therefor, and to provide for the operation thereof. If any portion of the Municipal System should be located on any land now or hereafter owned by Purchaser or in any present or future rights-of-way or public place of Purchaser, Purchaser hereby consents thereto and hereby grants or will grant to the Authority the non-exclusive right, privilege, easement and right-of-way to use such lands, rights-of-way, or public places for the purpose of maintaining, operating, laying, and repairing such portion of the Municipal System until termination of this Agreement, in order for the Authority to comply with the provisions of this Agreement.

Section 7.2. Financing the Municipal System; Issuance of Municipal System Bonds.

(a) Subject to Section 7.9 hereof, the Authority may issue Municipal System Bonds in one or more series at such time or times and in such amounts as the Authority shall deem appropriate to finance the estimated costs of the improvement, construction, renovation, reconstruction, expansion and equipment of the Municipal System and the development of water supplies to serve the Municipal System, after taking into account any capital contributions by any of the Customers for costs of the Municipal System or any of the Components of the Municipal System and other revenues dedicated by the Board for such purposes, and to refund all or any portion of any Municipal System Bonds Outstanding or other obligation issued to finance one or more Components of the Municipal System.

(b) The Municipal System Bonds shall be special revenue obligations of the Authority payable from and secured by the Municipal System Debt Service Payments to be made under this

Agreement and similar agreements with the other Customers, certain proceeds of the Municipal System Bonds, and other amounts from time to time on deposit in the various funds created in connection with the issuance of the Municipal System Bonds from time to time. Municipal System Bonds may be secured by a lien on and pledge of revenues that is superior to, on parity with, or junior and subordinate to revenues securing other Municipal System Bonds.

(c) The Authority shall use good faith efforts to sell the Municipal System Bonds, within the limits prescribed by law, under terms that are the most advantageous reasonably attainable by the Authority at the time of the sale.

(d) The Authority shall apply the proceeds of each series of Municipal System Bonds as provided in the resolution authorizing such series of Municipal System Bonds.

(e) Purchaser hereby agrees to promptly furnish the Authority with such certificates, data, projections and related information as may be required or requested by the Authority (i) in connection with the sale of Municipal System Bonds in order to comply with all applicable laws, rules and regulations, including 17 CFR 240.15c2-12 (municipal securities disclosure), as amended from time to time, including entering into any continuing disclosure agreements as may be required in connection with the issuance of the Municipal System Bonds, and (ii) the approval of Municipal System Bonds by the Attorney General of the State of Texas.

Section 7.3. Municipal System Debt Service Reserve Funds. (a) Each resolution of the Authority authorizing the issuance of a series of Municipal System Bonds shall provide for the establishment and maintenance of a Municipal System Debt Service Reserve Fund in which there shall be capitalized and/or accumulated the Municipal System Debt Service Reserve Fund Requirement. Such bond resolutions shall also provide that all interest earnings and investment income from the Municipal System Reserve Fund shall remain therein so long as the balance therein is less than the Municipal System Debt Service Reserve Fund Requirement. However, whenever the balance therein is at least equal to the Municipal System Debt Service Reserve Fund Requirement, all interest earnings and investment income shall be transferred to the interest and sinking fund for the Municipal System Bonds and shall constitute a credit against the payment of Debt Service Charges.

(b) Amounts in the Municipal System Reserve Fund may be used at any time by the Authority to prevent a default in the payment of principal of or interest on the Municipal System Bonds or to make the final payments thereof.

Section 7.4. Additional Municipal System Reserve Funds. In addition to the creation of Municipal System Debt Service Reserve Funds, a resolution of the Authority authorizing the issuance of a series of Municipal System Bonds may provide for the establishment and maintenance of such other reserve funds as are determined by the Authority to be necessary or desirable in connection with the issuance of a series of Municipal System Bonds (collectively, "Additional Municipal System Reserve Funds"). Purchaser agrees that the Authority may utilize such Additional Municipal System Reserve Funds in the manner and for the purposes established in the applicable bond resolution.

Section 7.5. Canal System Revenue Bonds and Texas City Reservoir and Raw Water Conveyance System Revenue Bonds. The Authority reserves the right to issue, and pursuant to Section 6.2 of the Industrial Division Customer Contract, Purchaser hereby consents to the issuance of revenue bonds by the Authority classified as Canal System Revenue Bonds or Texas City Reservoir and Raw Water Conveyance System Bonds in one or more series, for such purposes, at such time or times and in such amounts as the Board shall deem appropriate.

Section 7.6. Expansion of Municipal System. The Authority reserves the right to expand, improve, or modify the Municipal System from time to time in such manner and by such increments as the Authority shall deem appropriate; to allocate additional capacity provided thereby among the Customers and others subject to the provisions hereof; to acquire additional raw water for future capacity for the Water Treatment Plants; and to provide for the financing thereof by issuing additional Municipal System Bonds or Special Project Bonds, from capital contributions or from any other lawful source of funds, subject to the applicable provisions of this Agreement.

Section 7.7. Ownership and Operation. It is expressly agreed and understood that as between the parties hereto, the Authority shall be the owner and operator of the Municipal System. The Authority shall operate the Municipal System in a safe, efficient and economical manner in accordance with (i) sound business principles, (ii) accepted good engineering and management practices for the operation by political subdivisions of water systems of a similar type and size, (iii) the Authority's safety and security program, which will include reasonable precautions and measures recognized in the municipal water industry in connection with the operation by political subdivisions of water systems of a similar type and size to address cybersecurity threats, domestic and foreign terrorism threats, and public health and welfare, and (iv) applicable regulatory requirements.

Section 7.8. Special Projects. The Authority reserves the right and will reserve the right, in each of its resolutions authorizing the issuance of Municipal System Bonds, to issue bonds (hereinafter, the "Special Project Bonds") for the purpose of constructing, acquiring, adding, expanding or extending facilities to serve any new or existing water customers ("Special Project Customers") by means of the Municipal System or the Industrial Division. Facilities constructed or acquired with the proceeds of Special Project Bonds or paid for by any Special Project Customers are hereinafter called "Special Project Facilities." The principal of and interest on Special Project Bonds shall be payable from revenue derived from Special Project Facilities. Debt service on Special Project Bonds and expenses and other expenditures attributable to Special Project Facilities shall not be included in either the annual budget of the Industrial Division or the Annual Budget of the Municipal System or treated as their expense and expenditures, except as set forth in this Agreement.

The Authority's general overhead and administrative expenses and any other expenses and expenditures applicable to the Industrial Division, the Municipal System and Special Project Facilities shall be fairly apportioned between them, as shown in the annual budget of the Industrial Division or the Annual Budget of the Municipal System, as applicable.

To the extent of the quantity of water that is supplied to a Special Project Customer by means of the Municipal System or any Component of the Municipal System, such Special Project

Customer shall pay to the Authority as revenue of the Municipal System the charges which would be payable under the other provision of the Agreement if such Special Project Customer were the purchasing party under a contract similar hereto and such quantity of water were its Contract Quantity. Each such payment by a Special Project Customer shall be a maintenance and operating expense of the Special Project Facility serving such Special Project Customer.

Section 7.9. Consent Provisions for Municipal System Bonds. The following consent provisions shall apply to the issuance of Municipal System Bonds.

(a) Refunding Obligations. The term Municipal System Bonds shall include and Purchaser is deemed to have consented to the issuance of bonds, notes, commercial paper, credit agreements or other obligations issued for the purpose of refunding Municipal System Bonds, provided that:

(i) (A) the issuance of such refunding obligations results in debt services savings; and

(B) the last maturity of such refunding obligations does not mature on a date later than the maturity date of the last maturity of the Municipal System Bonds being refunded; or

(ii) the issuance of such refunding obligations is for the purpose of providing long term financing for commercial paper, short term notes, bond anticipation notes, or other short term financing instruments; or

(iii) the Authority has received the consent of the applicable Customers, as determined in the manner provided in subsection (b)(ii) below, for the issuance of refunding obligations for purposes other than those described in subsections (i) or (ii) above.

(b) New Money Municipal System Bonds. The term Municipal System Bonds shall include and Purchaser is deemed to have consented to the issuance of the following bonds, notes, commercial paper, credit agreements or other obligations:

(i) the issuance of which the Board determines is necessary to (A) comply with any state or federal regulatory requirements; (B) maintain the integrity of the Municipal System, including the repair or replacement of equipment or Components damaged or destroyed as a result of a natural disaster or other catastrophic event; or (C) prevent or lessen an imminent threat to the health, welfare, or safety of the public (an “imminent threat to the health, welfare, or safety of the public” means, a significant threat or immediate danger to health, welfare, or safety and is considered to exist when the Board determines that a condition, practice, circumstance, or event exists that may cause damage or injury to persons or property or the inability to provide water to one or more Customers and requires prompt correction or cessation of operation to prevent such damage, injury, or inability); or

(ii) the issuance of which is consented to by either (A) 60% of the Customers in the Customer Group for the Component being financed or refinanced, or (B) Customers

in the Customer Group for a Component being financed or refinanced that represent 70% of the total Contract Quantity for such Customer Group as shown in Exhibit B-2.

(c) Notwithstanding the provisions of Section 7.9(b), Purchaser hereby consents to the issuance of one or more series of Municipal System Bonds, notes or other obligations for the design, construction, acquisition, equipment, and improvements associated with the relocation of portions of the South Transmission Line, including right of way acquisition and the removal of the existing line from Texas Department of Transportation rights of way. The Authority agrees the relocation is limited to the portion of SH 3/146 between FM 519 and the Texas City Wye, as the same may be amended by Texas Department of Transportation within the scope of such project.

(d) Notwithstanding the provisions of Section 7.9(b), Purchaser hereby consents to the issuance of one or more series of Municipal System Bonds, notes or other obligations for the design, construction, acquisition, equipment, and improvements associated with the costs of the replacement or rehabilitation of the League City Transmission Line pursuant to Section 6.1 of this Agreement.

ARTICLE VIII FORCE MAJEURE

Section 8.1. General. Other than with respect to Purchaser's unconditional obligation to make the payments identified in Section 14.1 of this Agreement, neither party hereto shall be liable in damages or otherwise suffer any default for any failure to perform, or for delay in performing, its obligations under this Agreement where the same is due to acts of God, fire, storm, flood, hurricanes, drought, insufficiency of water in the Brazos River and in Jones and Upper Oyster Creeks, Chocolate Bayou, Mustang Bayou or Halls Bayou, or other water source, landslide, subsidences of land, lightning, earthquake, washout, explosion, epidemic, war, acts of enemies or belligerents, sabotage, interference by, orders of, or compliance with requests or recommendations of civil or military courts or other authorities, including any agency or person appointed by any such authority or by any official thereof (whether de jure or de facto and whether acting legally or not), inability to obtain materials, strikes or other differences with labor (whether or not within the power of the party to settle the same), breakage or accident to machinery, canals, reservoirs or lines of pipe, or any other cause (whether or not of the same class or kind as those set forth above) not otherwise due to the fraud, criminal misconduct, willful misconduct or gross negligence of such party, while and so long as and to the extent that performance is prevented from such cause (hereinafter sometimes referred to as a "force majeure") and due diligence is being used to resume performance at the earliest practicable time. The failure in whole or in part of Purchaser to take water under the terms of this Agreement where such is due to the inability of Purchaser to take water for any of the above causes shall be deemed a force majeure applicable to Purchaser, but only in proportion and to the extent that Purchaser's demand, or ability to take water, is reduced thereby.

Section 8.2. The Authority's Water Supply. (a) The Authority receives delivery of its supply of water out of the Brazos River and other sources, and such water must be transported over long distances before it is received by the Authority at the Water Treatment Plants. It is agreed, therefore, that the event of stoppage or diminution of the water received by the Authority from one or more of its sources of supply, including, but not limited to, the BRA (other than by

reason of the Authority's failure to make payments due to its suppliers) shall be deemed a force majeure, and that the Authority cannot and does not guarantee constant availability of water hereunder under such circumstances but does agree to use its best efforts to maintain such availability.

(b) It is further agreed that the Authority may, without liability or default, interrupt its service hereunder to make necessary alterations to or repairs in its Canal Division, Industrial Division, or the Municipal System, but only if such interruption cannot otherwise reasonably be avoided. If possible, the Authority shall give reasonable prior notice of any such interruption to Purchaser.

(c) Purchaser is not guaranteed any specific quantity or pressure of water during times that the water supply from the Water Treatment Plants is limited, whether as a result of a period of drought or other reason, or when equipment becomes inoperative due to unforeseen breakdown or scheduled maintenance and repairs. Notwithstanding the other provisions of this Section, the Authority may reduce the supply of water in accordance with the laws of the State of Texas, particularly section 11.039(a) of the Texas Water Code, as may be amended from time to time.

ARTICLE IX OPERATING ADVISORY COMMITTEE; CUSTOMER REPORTING

Section 9.1. Creation and Composition. The Authority has created and will maintain during the term of this Agreement a Municipal System Operating Advisory Committee on which Purchaser will have one representative selected by the Purchaser. The Municipal System Operating Advisory Committee shall be composed of only those representatives so selected by each Customer, and if any Customer fails to select a representative, the Municipal System Operating Advisory Committee shall be deemed fully composed of only the representatives selected by the other Customers.

Section 9.2. Functions. Members of the Municipal System Operating Advisory Committee shall have access at all reasonable times to inspect the books, records, facilities and properties of the Authority pertaining to the Municipal System and shall receive advance notice of, and be entitled to attend, all meetings of the Board. Prior to the execution of any contract by the Authority for the purchase of an additional water supply for the Municipal System and prior to the adoption of each annual operating budget for the Municipal System copies of such instruments shall be supplied to all members of the Municipal System Operating Advisory Committee, and they shall be given a reasonable time to examine each such instrument and to make comments and recommendations to the Board in regard thereto. The Authority shall solicit the advice and counsel of each member of the Municipal System Operating Advisory Committee in regard to the operation, maintenance, repair, replacement and enlargement of the Municipal System and each member shall be given full opportunity from time to time to express his views in regard to all such matters.

Section 9.3. Procedures. In addition to functioning as provided in Section 9.2 of this Article, the members of the Municipal System Operating Advisory Committee may establish dates for and hold regular periodic meetings, provide for the calling of and hold special meetings, provide for the election of a chairman and other offices, and establish such other procedures for

the functioning of the Municipal System Operating Advisory Committee as the members may agree upon. However, members of said Committee shall not receive any compensation from the Authority for their services as members or for expenses incurred by them.

Section 9.4. Reporting. The Authority shall make available upon written request financial statements for each month (within 30 days following the close of each month) detailing the projected budget to actual results and the balance of all reserve funds. At least two months prior to each Fiscal Year, the Authority shall make the following information available on its website or deliver it to Purchaser upon receipt of a written request: (i) a written description of its current planned capital improvements program including project descriptions and cost estimates and (ii) a written projection of Municipal System charges and associated rate projections for the next five years so that Purchaser may adequately plan for its own budgeting and retail rate setting. The Authority shall cooperate with any reasonable requests for additional budgeting or financial information by Purchaser on a timely basis. Purchaser shall designate and communicate to the Authority in writing the appropriate staff member to receive such reports on its behalf.

ARTICLE X SUCCESSORS AND ASSIGNS

Section 10.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, this Agreement may not be assigned in whole or in part by the Authority, except that the Authority expressly reserves the right to pledge the revenues to be received under this Agreement to secure the payment of the Municipal System Bonds and the Seller's Revenue Bonds; and no assignment hereof, in whole or in part, by Purchaser shall relieve Purchaser of its obligation to make the payments for water as herein provided. Nothing in this Section shall prevent Purchaser from pledging its rights under this Agreement to secure debt.

ARTICLE XI MISCELLANEOUS

Section 11.1. Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the funding, construction, operation and maintenance of the Municipal System. There are no warranties, representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter hereof that are not fully expressed or provided for herein, and the parties shall not be bound by or liable for any alleged warranty, representation, agreement, arrangement, or understanding. Neither of the parties hereto have relied on any statements or representations that have been made by any other party that are not set forth in this Agreement, and neither party is entitled to rely on any representation, agreement or obligation that is not expressly stated in this Agreement.

Section 11.2. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 11.3. Repealer. Upon the full Effective Date of this Agreement, this Agreement completely amends, repeals and replaces and supersedes the Existing Agreements and all prior

agreements, understandings, negotiations, and discussions, oral or written, between the parties hereto.

Section 11.4. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 11.5. Table of Contents, Etc. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part thereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 11.6. Amendment. This Agreement may only be amended by means of an amendment in writing.

Section 11.7. Special Conditions. This document is in the form of a standard contract proposed for the Customers.

ARTICLE XII NOTICE

Section 12.1. Addresses. Wherever notice from one party to the other is required or permitted hereunder and no other method is provided, such notice shall be in writing and shall be given by delivery of the same to the other party or by mailing the same by registered mail to the other party at the following address of the other party:

The Authority's Mailing Address until June 30, 2022:

Gulf Coast Water Authority
3630 Highway 1765
Texas City, Texas 77591
Attention: General Manager

The Authority's Mailing Address beginning July 1, 2022:

Gulf Coast Water Authority
4243 Emmett F. Lowery Parkway
Texas City, Texas 77591
Attention: General Manager

Purchaser's Mailing Address:

City of La Marque, Texas
1500 Municipal
La Marque, Texas 77568
Attention: Public Works Manager

or to such other address of the other party as may have been theretofore designated in writing by the other party to the one giving the notice. Notice by mail shall be deemed to have been given as of the date it is received.

ARTICLE XIII
TERM

Section 13.1. Term. This Contract shall become effective as of the Effective Date and remain in effect from the date set forth above until 11:59 pm, Central Time, on December 31, 2062, and thereafter until payments in full of the principal, premium, if any and interest on all Municipal System Bonds or Seller's Revenue Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

Section 13.2. Required Approval by Customers; Effective Date. This Agreement shall become effective upon the earlier to occur of (i) the execution of amended and restated contracts in substantially the form of this Agreement by all of the Municipal System Customers under Municipal System Contracts in effect as of April 15, 2022, or (ii) to the extent this Agreement has not been signed by one or more of such Customers, upon the termination of the existing Municipal System Contracts for such Customers, which termination date is December 31, 2027, unless earlier termination occurs pursuant to the terms of such contracts. If and when such condition has been satisfied, the Agreement shall become effective, and the date on which such conditions are satisfied shall be the "Effective Date." Notwithstanding the foregoing, if this Agreement has not been signed by all Municipal System Customers by August 31, 2022, the provisions of Section 2.1 hereof shall be effective on August 31, 2022 as an amendment to the Existing Agreements until the Effective Date. Purchaser acknowledges that to the extent this Agreement does not become effective in its entirety prior to the need to finance the 7.9 MGD Mackey Plant Expansion, additional agreements between the Purchaser and the Authority will be required to facilitate the completion and financing of the 7.9 MGD Mackey Plant Expansion and the delivery of water from such project. The Authority shall promptly notify the Customers in writing upon the satisfaction of the condition precedent to the effectiveness of this Agreement and identifying the Effective Date.

ARTICLE XIV
UNCONDITIONAL COMMITMENTS

Section 14.1. Payments; Obligation to Pay Municipal System Debt Service Charges and Raw Water Charges Unconditional. It is understood and acknowledged by Purchaser that the Municipal System Bonds may be and the bonds issued under the Industrial Division Customer Contracts have been and may be sold to the purchasers thereof and the Authority purchases raw water for the Municipal System under the Industrial Division Customer Contracts in reliance upon

the commitment of Purchaser to make payments of Municipal System Debt Service Charges and Raw Water Charges provided by this Agreement. Accordingly, any other provision of this Agreement notwithstanding, Purchaser's obligation to pay Municipal System Debt Service Charges and Raw Water Charges shall be absolute and unconditional under any and all circumstances. So long as the Municipal System Bonds or Seller's Revenue Bonds remain Outstanding, Purchaser (i) will not suspend or discontinue any payments of Municipal System Debt Service Charges or Raw Water Charges provided herein; and (ii) will not terminate this Agreement or otherwise seek to avoid or to reduce the payment of Municipal System Debt Service Charges or Raw Water Charges for any reason, including, without limiting the generality of the foregoing, failure of any other Customer to perform its obligations under any agreement or any acts or circumstances that may constitute failure of consideration, any event of force majeure, destruction or damage to the Municipal System, frustration of purpose, any change in the tax or other laws of the United States of America or the State of Texas, or any political subdivision of either, or any failure of the Authority to perform or observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. It is provided, however, that nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and if the Authority should fail to perform any such agreement, Purchaser may institute such actions against the Authority as it may deem necessary to compel the performance thereof or to restrain or enjoin forbidden acts so long as such shall not result in a reduction of the payment of Municipal System Debt Service Charges and Raw Water Charges hereunder.

Section 14.2. Outstanding Bonds. For the purposes of this Agreement, no Municipal System Bond or Seller's Revenue Bonds shall be deemed to be "Outstanding" after the date:

- (a) of its stated maturity;
- (b) on which it is retired by reason of payment to the holder thereof of the principal thereof and accrued interest thereon; or
- (c) on which, due provision having been made therefor pursuant to the terms of the resolution authorizing its issuance, there has been deposited with the paying agent or authorized escrow agent, cash and/or investments designated for such purpose which is sufficient to pay or provide for the timely payment of the principal or redemption price thereof and interest accrued thereon as of the date of maturity or the redemption date of bonds duly called for prior redemption pursuant to the terms of such bond resolution, whichever first occurs.

Section 14.3. Exhibits. Exhibits may be modified, changed or substituted without amendment to this Agreement. The Authority may modify, change or substitute any Exhibit to this Agreement, as amended, by a letter agreement that is signed by (i) the Authority and (ii) the party affected by the modification, change or substitution.

[Execution Pages To Follow]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

GULF COAST WATER AUTHORITY

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

PURCHASER

CITY OF LA MARQUE, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: _____
Title: _____

Exhibit A
Contract Quantities of Municipal System Customers
(in gallons per day)

	Contract Quantity (Total for Mackey Plant)	7.9 MGD Mackey Plant Expansion	Contract Quantity After 7.9 MGD Mackey Plant Expansion
City of Galveston	20,990,000	--	20,990,000
City of Texas City	11,505,000	--	11,505,000
City of League City	2,544,000	3,000,000	5,544,000
Galveston County WCID No. 1	4,165,000	--	4,165,000
City of La Marque	2,780,000	1,247,000	4,027,000
Galveston County WCID No. 12	1,043,000	2,044,000	3,087,000
San Leon MUD	1,785,000	--	1,785,000
Galveston County WCID No. 8	1,000,000	659,000	1,659,000
City of Hitchcock	1,500,000	500,000	2,000,000
Bacliff MUD	1,190,000	--	1,190,000
Galveston County FWSD No. 6	360,000	450,000	810,000
Galveston County MUD No. 12	450,000	--	450,000
Bayview MUD	388,000	--	388,000
Total	49,700,000	7,900,000	57,600,000

Exhibit B-1
Municipal System – Point of Delivery Contract Quantities

Customer	Transmission Component	Exhibit Number	Segment	Point of Delivery Number	Point of Delivery Contract Quantity - Current (in gallons per day)	Point of Delivery Contract Quantity after Plant Expansion (in gallons per day)	Point of Delivery Contract Quantity following necessary Component improvements (in gallons per day)
City of Texas City (TMWTP East & West)	North Transmission System	C-4	A:B	1	8,205,000	6,055,000	5,015,000
City of La Marque (North)	North Transmission System	C-4	A:B	2	2,380,000	2,380,000	2,380,000
City of Texas City (Corrections Facility point of connection)	North Transmission System	C-4	A:B	3	500,000	500,000	500,000
City of Texas City (Humble Camp point of delivery)	North Transmission System	C-4	B:C	4	2,500,000	4,250,000	4,900,000
Galveston County Water Control & Improvement District No. 1 (Dickinson)	North Transmission System	C-4	D:E	5	3,100,000	3,100,000	3,100,000
City of Texas City (FM 517 point of delivery)	Bayshore Transmission System	C-2	D:F	6	300,000	700,000	1,090,000
San Leon Municipal Utility District	Bayshore Transmission System	C-2	F:G	7	1,785,000	1,785,000	1,785,000
Bacliff Municipal Utility District	Bayshore Transmission System	C-2	F:G	8	1,190,000	1,190,000	1,190,000
Bayview Municipal Utility District	Bayshore Transmission System	C-2	G:H	9	388,000	388,000	388,000
Galveston County Water Control & Improvement District No. 12 (Kemah)	Kemah Transmission System	C-3	H:I	10	2,043,000	2,043,000	3,087,000
City of Galveston	South Transmission Line & Highway 6 Transmission Line	C-7-B	K:L	11A & 11B*	20,990,000	20,990,000	20,990,000
Galveston County Fresh Water Supply District No. 6 (Tiki Island)	Highway 6 Transmission Line	C-7-B	K:M	12	360,000	810,000	810,000
Galveston County Municipal Utility District No. 12 (Bayou Vista)	Highway 6 Transmission Line	C-7-B	K:N	13	450,000	450,000	450,000
City of Hitchcock	Highway 6 Transmission Line	C-7-B	K:N	14	1,500,000	2,000,000	2,000,000
Galveston County Water Control & Improvement District No. 8 (Santa Fe)	39-Inch Transmission Line	C-7-C	N:O	15	500,000	829,500	829,500
City of La Marque (South)	39-Inch Transmission Line	C-7-C	O:P	16	400,000	1,647,000	1,647,000
Galveston County Water Control & Improvement District No. 8 (Santa Fe)	39-Inch Transmission Line	C-7-C	P:Q	17	500,000	829,500	829,500
Galveston County Water Control & Improvement District No. 1 (Dickinson)	39-Inch Transmission Line	C-7-C	R:S	18	1,065,000	1,065,000	1,065,000
City of League City	39-Inch Transmission Line	C-7-C	S:T	19	2,544,000	5,544,000	5,544,000
Total					50,700,000	56,556,000	57,600,000

* Points of Delivery 11A and 11B are interoperable.

Exhibit B-2
Municipal System – Customer Groups*

North System

North Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
City of La Marque	2,380,000	10.16 %
City of Texas City	11,505,000	49.09 %
Bacliff Municipal Utility District	1,190,000	5.08 %
Bayview Municipal Utility District	388,000	1.66 %
Galveston County WCID No. 1 (Dickinson)	3,100,000	13.23 %
San Leon Municipal Utility District	1,785,000	7.62 %
Galveston County WCID No. 12 (Kemah)	3,087,000	13.17 %
Total	23,435,000	100.00 %

Bayshore Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	17.63 %
Bayview Municipal Utility District	388,000	5.75 %
City of Texas City	300,000	4.44 %
San Leon Municipal Utility District	1,785,000	26.44 %
Galveston County WCID No. 12 (Kemah)	3,087,000	45.73 %
Total	6,750,000	100.00 %

Kemah Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
Galveston County WCID No. 12 (Kemah)	3,087,000	100.00 %
Total	3,087,000	100.00 %

* Totals may not tie due to rounding.

South System

South Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
City of Galveston	20,990,000	61.44 %
City of Hitchcock	2,000,000	5.85 %
City of La Marque	1,647,000	4.82 %
City of League City	5,544,000	16.23 %
Galveston County FWSD No. 6 (Tiki Island)	810,000	2.37 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	1.32 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	4.86 %
Galveston County WCID No. 1 (Dickinson)	1,065,000	3.12 %
Total	34,165,000	100.00 %

Interconnect

North-South Interconnect

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	2.07 %
Bayview Municipal Utility District	388,000	0.67 %
City of Galveston	20,990,000	36.44 %
City of Hitchcock	2,000,000	3.47 %
City of La Marque	4,027,000	6.99 %
City of League City	5,544,000	9.63 %
City of Texas City	11,505,000	19.97%
Galveston County FWSD No. 6 (Tiki Island)	810,000	1.41 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	0.77 %
Galveston County WCID No. 12 (Kemah)	3,087,000	5.36 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	2.88 %
Galveston County WCID No. 1 (Dickinson)	4,165,000	7.23 %
San Leon Municipal Utility District	1,785,000	3.10 %
Total	57,600,000	100.00 %

Mackey Plant (as Expanded by the 7.9 MGD Mackey Plant Expansion)

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	2.07 %
Bayview Municipal Utility District	388,000	0.67 %
City of Galveston	20,990,000	36.44 %
City of Hitchcock	2,000,000	3.47 %
City of La Marque	4,027,000	6.99 %
City of League City	5,544,000	9.63 %
City of Texas City	11,505,000	19.97 %
Galveston County FWSD No. 6 (Tiki Island)	810,000	1.41 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	0.78 %
Galveston County WCID No. 12 (Kemah)	3,087,000	5.36 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	2.88 %
Galveston County WCID No. 1 (Dickinson)	4,165,000	7.23 %
San Leon Municipal Utility District	1,785,000	3.10 %
Total	57,600,000	100.00 %

Exhibit C

Depictions of Components of the Municipal System

Index to Points of Delivery

North Transmission System

1. City of Texas City (two points of delivery located at the above ground transmission meters at the Thomas Mackey Water Treatment Plant)
2. City of La Marque (southwest of the intersection of 5th Avenue North and North Orchid Drive in City of Texas City)
3. City of Texas City (Corrections Facility point of delivery located east of point B on the south side of Attwater Avenue in the City of Texas City)
4. City of Texas City (Humble Camp point of delivery located at the intersection of Attwater Avenue and North Humble Camp Road in the City of Texas City)
5. Galveston County Water Control and Improvement District No. 1 (west of Ecret Drive adjacent to the ground storage tank in the City of Dickinson)

Bayshore Transmission System

6. City of Texas City (FM 517 point of delivery)
7. San Leon Municipal Utility District (east of Highway 146 in the City of Texas City)
8. Bacliff Municipal Utility District (west of the intersection of Sevan Street and Avenue A within the Bacliff Municipal Utility District)
9. Bayview Municipal Utility District (just west of the termination point and adjacent to the Bayview Municipal Utility District ground storage tank)

Kemah Transmission System

10. Galveston County Water Control and Improvement District No. 12 (west of Hanson Road adjacent to the Ground Storage Tank in the City of Kemah)

South Transmission Line

- 11B. City of Galveston (northeast of Old Highway 75 at Virginia Point)

Highway 6 Transmission Line

- 11A. City of Galveston (southwest of Old Highway 75 at Virginia Point)
12. Galveston County Fresh Water Supply District No. 6 (west of Virginia Point Road adjacent to the ground storage tank in the Village of Tiki Island)
13. Galveston County Municipal Utility District No. 12 (just south of the intersection of Ling Street and Neptune Drive in the City of Bayou Vista)
14. City of Hitchcock (just south of North Martin Luther King Avenue between 1st Street and 2nd Street in the City of Hitchcock)

39-Inch Transmission Line

15. Galveston County Water Control and Improvement District No. 8 (south of 14th Street between Avenue K and Avenue L and adjacent to the tower in the City of Santa Fe)
16. City of La Marque (north of FM 1764 and adjacent to the ground storage tank in the City of La Marque)
17. Galveston County Water Control and Improvement District No. 8 (southwest of the intersection of FM 1764 and Avenue L and adjacent to the ground storage tanks in the City of Santa Fe)
18. Galveston County Water Control and Improvement District No. 1 (south of FM 517 and adjacent to the ground storage tank in the City of Dickinson)
19. City of League City (in the meter station north of FM 517 and west of Calder Drive in the City of League City)

Addendum 1
7.9 MGD Mackey Plant Expansion Bonds

The following table describes the Customers participating in the 7.9 MGD Mackey Plant Expansion and the allocation of Debt Service Charges associated with the 7.9 MGD Mackey Plant Expansion Bonds. This table may be updated in advance of the issuance of the 7.9 MGD Mackey Plant Expansion Bonds to reflect the final participants in the 7.9 MGD Mackey Plant Expansion Bonds.

Customer	Contract Quantity Associated with the 7.9 MGD Mackey Plant Expansion (in gallons per day)	Contract Quantity Associated with Capital Contribution For 7.9 MGD Mackey Plant Expansion (in gallons per day)	Contract Quantity Associated with Amounts being Financed with the 7.9 MGD Mackey Plant Expansion Bonds (in gallons per day)	Allocation of Debt Service Charges associated with the 7.9 MGD Mackey Plant Expansion Bonds⁽¹⁾
City of League City	3,000,000			
City of La Marque	1,247,000			
Galveston County WCID No. 12	2,044,000			
Galveston County WCID No. 8	659,000			
Galveston County FWSD No. 6	450,000			
City of Hitchcock	500,000			
Total	7,900,000			100%

⁽¹⁾ The allocation is expressed as a percentage derived by dividing the incremental increase in Contract Quantity associated with the 7.9 MGD Mackey Plant Expansion that is being bond financed by a Customer participating in the 7.9 MGD Mackey Plant Expansion Bonds by total of all incremental increases in Contract Quantity associated with the 7.9 MGD Mackey Plant Expansion being financed by all Customers participating in the 7.9 MGD Mackey Plant Expansion Bonds.

ORDINANCE NO. O-2019-003

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE CODE OF ORDINANCES OF CITY OF LA MARQUE, TEXAS, BY ADDING CHAPTER 42, "IMPACT FEES;" PROVIDING RULES AND REGULATIONS GOVERNING SAME WITHIN THE CITY; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code § 395.001 et seq., authorizes cities to enact or impose impact fees on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development; and

WHEREAS, the City Council of the City of La Marque (the "City") appointed an advisory committee ("Impact Fees Advisory Committee") to study the land use assumptions, capital improvements plan and implementation of impact fees within certain areas of the City;

WHEREAS, the City Council has employed ARKK Engineers, LLC to prepare its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City;

WHEREAS, each was considered by the City's Impact Fees Advisory Committee, and such assumptions, plan, and proposed fees were filed with the City Council, along with the Impact Fees Advisory Committee's comments;

WHEREAS, ARKK Engineers, LLC and City staff received written comments from the Impact Fees Advisory Committee on the land use assumptions, capital improvements plan and impact fees;

WHEREAS, the City Council has reviewed and evaluated its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities in the time and manner required by law;

WHEREAS, consistent with input from the Impact Fees Advisory Committee, the citizens, and the City Council, City staff and consultants have updated the City's Land Use Assumptions and Capital Improvements Plan and calculated a resulting impact fee contained in **Exhibit A**, attached and made a part hereof for all purposes;

WHEREAS, the City Council held public hearings on the city's Land Use Assumptions, Capital Improvements Plan and proposed impact fees on December 10, 2018 and January 14, 2019 and provided notice of such hearings by publication in a newspaper of general circulation before the 30th day before the date of the hearing and otherwise in accordance with Section 395.044 of the Texas Local Government Code;

WHEREAS, the City Council adopted the land use assumptions and capital improvement plan on December 10, 2018 and now desires to adopt impact fees for water and wastewater facilities, all in accordance with Chapter 395, of the Texas Local Government Code; and

WHEREAS, the City has determined that it is in the best interest of the general public to adopt impact fees for water and wastewater facilities;

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

Section 1. The findings and recitations set out in the preamble of this Ordinance are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. The Code of Ordinances of the City of La Marque, Texas, is hereby amended by adding a Chapter 42, "Impact Fees," to read and provide as follows:

"Chapter 42 - IMPACT FEES

Article I. - In General

Sec. 42-1. Title.

This article shall be known and cited as the "City of La Marque Impact Fee Ordinance."

Sec. 42-2. Purpose.

This article is intended to impose and levy water and wastewater facilities impact fees on new development, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service areas. The designated services areas are as shown in the attached **Exhibit A**.

Sec. 42- 3. Authorization.

(a) The city is authorized to enact this article in accordance with Chapter 395, Texas Local Government Code, which authorizes cities to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for

funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development.

(b) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

Sec. 42- 4. Land use assumptions.

The land use assumptions included in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes, are hereby in all things approved and adopted.

Sec. 42-5. Capital improvements plan.

The capital improvements plan included in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes, are hereby in all things approved and adopted.

Sec. 42-6. Impact fees.

(a) The impact fees set forth in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes are hereby levied against new development on lands located within the corporate boundaries of the city.

(b) For new development which is platted in accordance with the City's subdivision regulations before the adoption of this article, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

Sec.42-7. Assessment of impact fees.

(a) Impact fees are hereby assessed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Assessment of impact fees for new development shall be made as follows:

(1) For land on which new development occurs or is proposed to occur, and for which no platting or replatting is required pursuant to the city's subdivision regulations prior to development, assessment shall

occur at the time application is made for the building permit or utility connection, whichever occurs first, and shall be the amount of the maximum impact fees per service unit applicable to the respective service area(s) in which the development is located.

(2) For new developments that have filed applications for approval pursuant to the City's subdivision regulations or for which replatting results in an increase in the number of service units after such date, assessment shall be at the time of the final plat is recorded, and shall be the amount of the maximum impact fee per service unit applicable to the respective service area(s) in which the development is located.

(b) Following initial assessment of impact fees for a new development, the amount of the maximum impact fee per service unit for any such development may not be increased unless the owner proposes to change the approved development and increase the number of service units, in which case the impact fee shall be reassessed and the impact fee then in effect shall be imposed for such additional service units, and shall be limited to the amount attributable to the additional service units.

(c) Following the lapse or expiration of approval of a new development, a new assessment shall be performed at the time a new application for such development is filed.

Sec. 42-8. Collection of impact fees.

(a) For all developments platted after the effective date of the ordinance from which this article is derived, the impact fees due shall be collected at the time of application for a building permit, or at the time of application for a utility connection, whichever occurs first. If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using the impact fee then in effect, and previous payments of impact fees shall be credited against the new fees due.

(b) For all developments platted in accordance with the City's Subdivision ordinance prior to the effective date of the ordinance from which this article is derived, the impact fees shall not be collected on any service unit for which a valid building permit is issued within one year after the effective date of the ordinance.

(c) For water and wastewater fees, if the city has water and wastewater capacity available, the impact fee shall be collected at the time the city issues a building permit or approves an application for a utility connection, whichever occurs first.

(d) In areas where services are not currently available, fees may be assessed but may not be collected, except as provided by state law. Where state law requires a commitment by the city to commence construction of a capital improvement or facility expansion, and to have the service available within a specified time frame in order to collect the fees, the city manager is empowered to make this commitment on behalf of the city after consultation with the city's engineer.

(e) A school district is not required to pay impact fees imposed under this article unless the board of trustees of the district consents to the payment of the fees by entering into a contract with the city.

(f) Notwithstanding the above, the city may enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Sec. 42-9. Establishment of accounts.

(a) Impact fee funds shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in Section 42-10.

(c) The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in Section 42-10. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article.

(d) The city shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within the service area. The records of the account into which impact fees are

deposited shall be open for public inspection and copying during ordinary business hours.

Sec. 42-10. Use of proceeds of impact fee accounts.

(a) The impact fees collected for each service area pursuant to these regulations may be used to finance or to recoup the costs of any capital improvements or facility expansion identified in the applicable capital improvements plan for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facility expansions. Impact fees also may be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the impact fee capital improvements plan.

(b) Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:

- (1) Construction, acquisition or expansion of capital improvements or assets other than those identified in the applicable capital improvements plan;
- (2) Repair, operation, or maintenance of existing or new capital improvements or facility expansion;
- (3) Upgrade, expansion or replacement of existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (4) Upgrade, expansion, or replacement of existing capital improvements to provide better service to existing development; provided, however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or
- (5) Administrative and operating costs of the city

Sec. 42-11. Refunds and rebates.

On the request of an owner of property on which an impact fee has been paid, impact fees shall be refunded if existing facilities are available and service is denied, or, if the city failed to commence construction of facilities required for service within two years of payment of the fee, or if construction is not complete within a reasonable time considering the type of capital improvements or facility expansion to be constructed, but not in any event more than five years from date of payment of the fee.

(a) Any impact fee funds not expended within ten years after payment shall be refunded.

(b) Refunds shall bear interest calculated from the date of collection to the date of refund at the statutory rate set forth in Section 302.002 Texas Finance Code or its successor statutes.

(c) All refunds will be made to the owner of record at the time the refund is paid. If, however, the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

Sec. 42-12. Appeals.

Upon written application of the owner of property upon which impact fees were assessed, the City council shall consider appeals to the interpretations of or errors in the application of the impact fee regulations or schedules used to calculate the fees or credits.

Sec. 42-13. Credits and offsets.

(a) Any construction of, contributions to, or dedications of any facility appearing on the capital improvements plan which is required by the city to be constructed by the owner as a condition of development shall be credited against the impact fees otherwise due from the development. Credit for impact fees due an owner in one category of impact fees may not be used to offset impact fees in another category.

As an alternative to the foregoing, the city and owner may enter into an agreement providing that, in addition to the credit, owner will be reimbursed for all or a portion of the costs of such facilities from impact

- (b) fees received from other new developments that will use such capital improvements of facility expansions.
- (c) An owner shall be entitled to a credit against any category of impact fee provided in any written agreement between the city and the owner.
- (d) No credit for construction of any facility shall exceed the total amount of impact fees due from the development for the same category of improvements.

Sec. 42-14. Advisory Committee.

- (a) The capital improvements advisory committee (advisory committee) shall consist of the Planning & Zoning Commission. If the Commission does not include at least one representative of the real estate, development or building industry who is not an employee or official of a political subdivision or governmental entity, the City Council shall appoint at least one such representative as an ad hoc member of the advisory committee.
- (b) The advisory committee serves in an advisory capacity and is established to:
 - (1) advise and assist the adoption of land use assumptions;
 - (2) review the capital improvements plan and file written comments;
 - (3) monitor and evaluate implementation of the capital improvements plan;
 - (4) file semi-annual reports with respect to the progress of the capital improvements plan and report to the City Council any perceived inequities in implementing the plan or imposing the impact fees; and
 - (5) advise the city staff and Council of the need to update or revise the land use assumptions, capital improvements plan and impact fee.

All professional reports concerning the development and implementation of the capital improvements plan shall be made available to the advisory committee.

(c) The advisory committee shall elect a chairperson to preside at its meetings and a vice-chairperson to serve in their absence.

(d) The land use assumptions and Capital Improvements Plan shall be updated at least every five (5) years. Alternatively, the City Council may, pursuant to the provisions of the Texas Local Government Code § 395.0575, make a determination that no such update is necessary."

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance is intended to be cumulative and shall not repeal any previous ordinance except to the extent that any provision of such ordinance is inconsistent and cannot be reconciled with any provision contained herein.

Section 5. This ordinance shall be effective immediately upon the Second and Final reading and adoption by the City Council of La Marque.

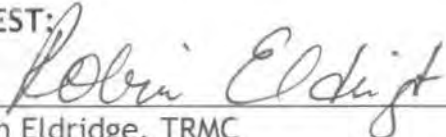
PASSED AND APPROVED by City Council of the City of La Marque, Texas on FIRST READING this 14th day of January, 2019.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque, Texas on SECOND AND FINAL READING this 11 day of February, 2019.

CITY OF LA MARQUE, TEXAS

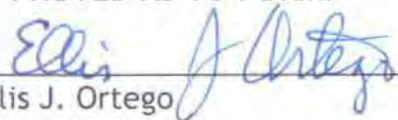

Bobby Hocking, Mayor

ATTEST:



Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:



Ellis J. Ortego
City Attorney

Exhibit A - Water and Wastewater Impact Fee Study

WATER AND WASTEWATER IMPACT FEE STUDY

November, 2018



CITY OF LA MARQUE

November, 2018

**ARKK Engineers, LLC
TBPE Firm # F-13872
7322 Southwest Fwy. Ste. 1040**

**WATER AND WASTEWATER IMPACT FEE STUDY
CITY OF LA MARQUE**

NOVEMBER, 2018

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EXHIBITS AND FIGURES

- Figure 1 – Service Area Map
- Figure 2 – Land Use Assumptions Map
- Figure 3 – Capital Improvement Plan – Water and Wastewater
- Figure 4 – Development Map



1. INTRODUCTION

ARKK Engineers LLC has been contracted by the City of La Marque to prepare the City's Impact Fee study, for the purposes of establishing a capital recovery fee schedule for new development in the City's water and wastewater service area. The study was conducted in compliance with the State of Texas Local Government Code, Title 12, Planning and Development, Subtitle C, Chapter 395, "Financing Capital Improvements in Municipalities, Counties, and Certain Other Local Governments", herein referred to as "Chapter 395". Under Chapter 395 requirements, the City is required to adopt an ordinance, order, or resolution approving land use assumptions and capital improvements plan ("CIP") prior to considering adoption of a Capital Recovery Fee, also referred to herein as an "impact fee."

The objectives of this study are to:

- a) Estimate the probable growth of the City; both in terms of population increases and geographical location of the anticipated growth.
- b) Estimate the capital improvement costs that will be needed to provide water and wastewater utility service to this growth through the 10 year development horizon;
- c) Calculate the maximum allowable impact fees that may be assessed to new development to defray the cost of the required water and wastewater improvements needed to support the development.

Impact Fees are proposed to be charged by the City of La Marque for each new connection to the City's water and/or wastewater system. Chapter 395 of the Texas Local Government Code prescribes the required process for cities to follow for adoption, amendment, and update of Impact Fees charged. Updates are performed on a five-year cycle. The update process requires engaging a Registered Professional Engineering firm to prepare the aforementioned documents and calculations. The results are then to be presented to an Advisory Committee appointed by the City Council to review and recommend adoption of land use assumptions, population projections, proposed CIP projects, and the amount of the Impact Fees to be considered and adopted by the City.

For purpose of this study, it is recommended that the City adopt a **ten year** planning period from 2018-2027 and consider factors affecting growth rates, intensity of development, known major development projects, and projections by local and state agencies to guide the land use assumptions and resulting CIP. Included in this study is a review of the growth experience during the previous planning period, projects implemented from the CIP, and the actual cost of water and wastewater projects. Water and wastewater studies and reports performed during this period are also reflected herein.

2. SERVICE AREA

The proposed service area is shown on **Figure 1**. The service area includes the area within the City of La Marque's City Limit. In the future, as areas are contemplated for annexation, the Service Area Map should be updated to reflect the annexed area. Areas outside the City Limits in which the City is considering executing a development agreement for water and/or wastewater service should also be incorporated into the service area.

3. LAND USE ASSUMPTIONS AND POPULATION PROJECTIONS

The purpose of the Land Use Map is to provide the basis for provision and requirement for projects to support new development in the service area and to project the number of equivalent service units to fairly allocate the resulting costs through the assessment of Impact Fees. The following factors were considered in developing the Land Use Map:

- The character, type, density and quantity of existing development.
- Proposed land use.
- The Water System Modeling and Planning Study (2016 ARKK Engineers).
- Availability of land for future development.
- Current growth trends in the City.
- Location and configuration of vacant land.
- Known or anticipated development projects.

See **Figure 2 - Land Use Map**

3.1 BASE DATA

The data developed for the Land Use Map was based on aerial mapping and HGAC planning resources. Population data was obtained from US Census data and the 2016 Water Modeling and Planning Study document as shown in the following **Table 1**. A review of U.S. Census data shows that in the period 2010 to 2015, the City grew from a population of 14,509 to a population of 15,908.

TABLE 1
POPULATION DATA

Plan Year	Year End	Est. Annual Number of Connections Added	Total Number of Connections	Projected Population
	2010		5,278	14,509
	2015	102	5,787	15,908
1	2018	102	6,093	16,747
2	2019	102	6,194	17,027
3	2020	102	6,296	17,307
4	2021	102	6,398	17,587
5	2022	102	6,500	17,867
6	2023	102	6,602	18,146
7	2024	102	6,703	18,426
8	2025	102	6,805	18,706
9	2026	102	6,907	18,986
10	2027	102	7,009	19,266

The table above reflects that the City can reasonably expect to have 7,009 water service connections in ten years' time.

**Table 2 - Water Meter Connection Count
(Year End 2017)**

Meter Size:	Number of Connections	Equivalency	Equivalent Connections
5/8 x 3/4	5,524	1	5,524
1"	118	1	118
1.5"	1	1	1
2"	87	2	174
4"	8	4	32
6"	1	10	10
8"	1	30	30
	5,740		5,889

3.2 TEN YEAR GROWTH ASSUMPTIONS

The current rate of growth in terms of equivalent service units (ESU's) for the City is averaging around 93 - 102 new ESU's per calendar year

With the current total connections in the system expressed in ESU's of approximately 6,093, the growth rates in terms of equivalent connections was **1.8%** for the period 2010-2018. It is recommended that for this 2018 Impact Fee Study the City adopt a growth rate of **102 Equivalent Service Connections per year** to the water and wastewater system. This growth rate is consistent with the 2016 Water System Modeling and Planning study. For the projected 10 year period, it is estimated that 1,108 new connections will be added.

3.3 ULTIMATE POPULATION PROJECTIONS

TABLE 3 - Projected Development and Estimated Water Use

Development Area No.	Projected Development Type	Gross Acreage	Est. Acreage Developed with Water Service	Estimated Equivalent Connections per Acre	Estimated Number of New Connections	Est. Average Daily Water Use per Connection	Estimated Daily Water Usage (gpd)
1	Commercial	241.8	181.3	1	181	350	63,471
2	Commercial	81.3	61.0	1	61	350	21,351
3	Commercial	38.4	28.8	2	58	350	20,177
4	Commercial	11.9	8.9	2	18	350	6,258
5	Commercial	74.5	55.9	2	112	350	39,121
6	Commercial	19.3	14.5	2	29	350	10,127
7	Commercial	11.4	8.6	2	17	350	5,988
8	Commercial	3.5	2.6	2	5	350	1,826
9	Commercial	10.8	8.1	2	16	350	5,669
10	Commercial	18.1	13.6	2	27	350	9,491
11	Commercial	16.3	12.2	2	24	350	8,556
12	Commercial	3.5	2.6	2	5	350	1,837
13	Commercial	91.0	68.2	2	136	350	47,761
14	Commercial	54.1	40.5	2	81	350	28,378
15	Commercial	88.1	66.1	2	132	350	46,236
16	Commercial	31.1	23.3	2	47	350	16,342
17	Residential	194.4	145.8	4	583	350	204,069
18	Residential	40.7	30.5	4	122	350	42,688
19	Residential	126.5	94.9	4	379	350	132,808
20	Residential	164.3	123.2	4	493	350	172,514
	Other - University of Houston						
21	property	923.3	692.5	0	0	350	0
					2,528		884,668
Number of Existing Equivalent Connections:					5,889		
Number of Projected New Connections from Development Tracts:					2,528		
Projected Infill Development (Est. 5% of Exist)					294		
Projected Total Connections:*					8,711		
Numbers do not include the following:							
1.University of Houston 923 acre tract in Northwest La Marque							
2. Subdivided but undeveloped lots in southeast La Marque adjacent to Texas City Terminal Railway property							
3. Wetlands Properties in southeast La Marque							

The table above reflects that the City could reasonably be expected to have **8,711** water service connections in the future. The areas of anticipated future development are shown on **Figure 4**.

4. CAPITAL IMPROVEMENT PLAN

The Impact Fee Capital Improvement Plan (CIP) includes projects anticipated to serve growth in the City during the 10-year planning period.

4.1 ELIGIBLE FACILITIES

The impact fee legislation allows those projects necessitated by growth during the planning period to be included in the impact fee calculation. Projects included in the CIP include water distribution lines and water production facilities.

4.2 CAPITAL IMPROVEMENT PROJECTS FOR 2018 IMPACT FEE STUDY

The projects eligible for Capital Recovery Fee consideration are shown on **Table 4 (Water)** and **Table 5 (Wastewater)**. These tables show both proposed future CIP improvements, and existing facilities that have excess capacity which can serve some or all of the projected growth during the study period. For the existing facilities, their design capacity was evaluated against existing demands and projected growth to determine the prorated value for growth during the study period.

The capital improvement project maps are shown on **Figure 3 – Water and Wastewater Capital Improvement Plan**.

5. IMPACT FEE CALCULATION

This section includes a summary of the capital improvement project costs, interest costs, service unit equivalency, and a calculation of the maximum impact fee amount. The capital improvement costs included in the impact fee calculation is the portion of the project cost that is directly related to new growth. Some of the projects include replacement of an existing facility with new capacity added that will be available for future growth. **Tables 4 and 5** on the following pages show the proposed CIP Project Costs Summaries, reflecting costs prorated for new development to be used in the impact fee calculation.

TABLE 4
PROJECT COSTS SUMMARY - WATER

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
12" Water Distribution Line, Cedar to Magnolia (Phase 1)	\$397,520	2019	50%	\$198,760
12" Water Distribution Line, Stonewall to IH 45 (Phase 2)	\$1,393,350	2022	75%	\$1,045,013
12" Water Distribution Line, Westward to Newman (Phase 3)	\$1,098,920	2024	75%	\$824,190
12" Water Distribution Line, 12th to Stubbs (Phase 4)	\$1,370,490	2026	5%	\$68,525
Water Supply Capacity Purchase from GCWA to Service 10 Year Growth <i>(Basis - 2015 Purchase of GCWA Mackey Plant surface water capacity, Texas City/League City from NRG)</i>	\$1,223,377	2019	100%	\$1,223,377
				\$0
				\$0
TOTAL WATER	\$5,483,657			\$3,359,864
New Connections Served in 10 Year Period by the Water Capital Improvements:				1,018
Cost Per Connection:				\$3,301
Project Cost Assigned to the 10 Year Period:				\$3,359,864

TABLE 5
PROJECT COSTS SUMMARY - WASTEWATER

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
Wastewater Treatment Capacity to Serve 10 Year Projected Growth (<i>Basis - 315 gallons per day per new connection at estimated \$6.00 per gallon treatment cost</i>)	\$1,924,020	2019	100%	\$1,924,020
Influent Lift Station	\$ 3,450,000	2019	15%	\$ 506,000
TOTAL WASTEWATER	\$5,374,020			\$2,430,020
New Connections Served in 10 Year Period by the Wastewater Capital Improvements:				1,018
Cost Per Connection:				\$2,387
Project Cost Assigned to the 10 Year Period:				\$2,430,020

5.1 FINANCE COSTS DETERMINATION

Costs incurred to support the debt service for the CIP list above are eligible for reimbursement in accordance with the Impact Fee Legislation. This study reflects an estimated interest rate of 3.0% per annum on bonds such as TWDB State Revolving Fund loans. On that basis, the total interest expense for the Impact Fee calculation are as follows, based on a 20 year finance term:

TABLE 6
FINANCE COSTS

	<u>WATER</u>	<u>WASTEWATER</u>
Project Cost	\$3,359,864	\$2,430,020
Interest Rate	3.00%	3.00%
Term (years)	20	20
Total Interest	<u>\$1,112,230</u>	<u>\$804,420</u>
Total Eligible Cost w/ Interest	\$4,472,095	\$3,234,440

5.2 SERVICE UNIT DETERMINATION

The equivalent meter comparison is the method used to measure consumption by new growth for impact fee purposes. The 5/8" and 3/4" water meters serve as the service unit for both water and wastewater impact fee calculations. The equivalent meter is defined as the unit equivalent to the hydraulic capacity of a 3/4 inch meter. The 5/8" and 3/4" meters were selected because it represents the water meter size for an average single family dwelling. Equivalency factors were provided for larger meter sizes as developed by the American Water Works Association. **Table 7** provides these equivalency factors.

TABLE 7
Equivalent Meter Factors

METER SIZE (INCHES)	EQUIVALENCY FACTOR
5/8 OR 3/4	1.0
1"	1.67
1 1/2"	3.33
2"	5.33
3" Compound	10.0
4" Compound	16.67
6" Compound	33.33
8" Compound	53.33
10" Compound	76.67

5.3 MAXIMUM IMPACT FEE CALCULATION

The maximum assessable impact fee is determined by dividing the cost of the CIP projects plus interest by the projected increase in equivalent meters for the 10 year planning period. The fee for various meter sizes is then determined by applying the factors provided in **Table 7** for all meters larger than the standard ¾" residential meter. The maximum assessable impact fee for the City of La Marque for water and wastewater is as follows:

WATER

$$\begin{aligned}\text{Maximum Water impact fee} &= (\text{Water Cost} / \text{increase in \# of equivalent meters}) \\ &= (\$4,472,095 / 1,018 \text{ new connections}) \\ &= \mathbf{\$4,393 \text{ per equivalent meter}}\end{aligned}$$

WASTEWATER

$$\begin{aligned}\text{Maximum Wastewater Impact Fee} &= (\text{Wastewater cost} / \text{increase in \# of equiv. meters}) \\ &= (\$3,234,440 / 1,018 \text{ new connections}) \\ &= \mathbf{\$3,177 \text{ per equivalent meter}}\end{aligned}$$

Chapter 395 of the Local Government Code was amended in 2001 to include that the City must provide a credit for the following:

Section 395.014 Paragraph a (7):

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or

(B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

The Impact Fee legislation allows the City to charge an impact fee up to the amount shown as the calculated maximum. For this study, the maximum impact fee is calculated based on the simplified accounting method in item (B) above as:

50% of Water CIP Costs per Equivalent Meter = \$4,393 x 50% =	\$ 2,196
50% of Wastewater CIP Costs per Equivalent Meter = \$3,177 x 50% =	<u>\$ 1,588</u>
Total =	\$ 3,784

5.4 CONCLUSIONS AND RECOMMENDATIONS

After discussion and deliberation of the Impact Fee Advisory Committee, the 2018 fee amounts to be recommended to City Council are as shown on **Table 8** below:

TABLE 8 - PROPOSED CAPITAL RECOVERY FEES

	2018 Study Max Fee w/ 50% Credit	Proposed Fee
Water	\$2,196	\$2,190
Wastewater	\$1,588	\$1,580
	\$3,784	\$3,770

MULTIPLYING FACTORS

Single Family Dwelling	= 1.0 ESFC (Single Family Equivalent Unit)
Apartment Complex	= 1.0 ESFC per living unit
Hotel, Motel, Resort	= 0.8 ESFC per unit or room
Mobile Home	= 1.0 ESFC per unit or room

Commercial, Retail, Institutional, Light Industrial, and all other non-residential development:

<u>Meter Size:</u>	<u>Factor</u>	<u>Total</u> <u>Impact Fee</u>
5/8" - 3/4"	1.00 ESFC's	\$3,770
1"	1.67 ESFC's	\$6,296
1.5"	3.33 ESFC's	\$12,554
2", All Types	5.33 ESFC's	\$20,094
3" Compound	10.67 ESFC's	\$40,226
3" Turbine	11.67 ESFC's	\$43,996
4" Compound	16.67 ESFC's	\$62,846
4" Turbine	21.00 ESFC's	\$79,170
6" Compound	33.33 ESFC's	\$125,654
6" Turbine	43.33 ESFC's	\$163,354
8" Compound	53.33 ESFC's	\$201,054
8" Turbine	93.33 ESFC's	\$351,854
10" Compound	76.67 ESFC's	\$289,046
10" Turbine	140.00 ESFC's	\$527,800
12" All Types	176.67 ESFC's	\$666,046

Note 1: When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.

Note 2: When building fire flow systems are combined with other building water systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow.

Figure 1
CITY OF LA MARQUE
IMPACT FEE STUDY
SERVICE AREA MAP

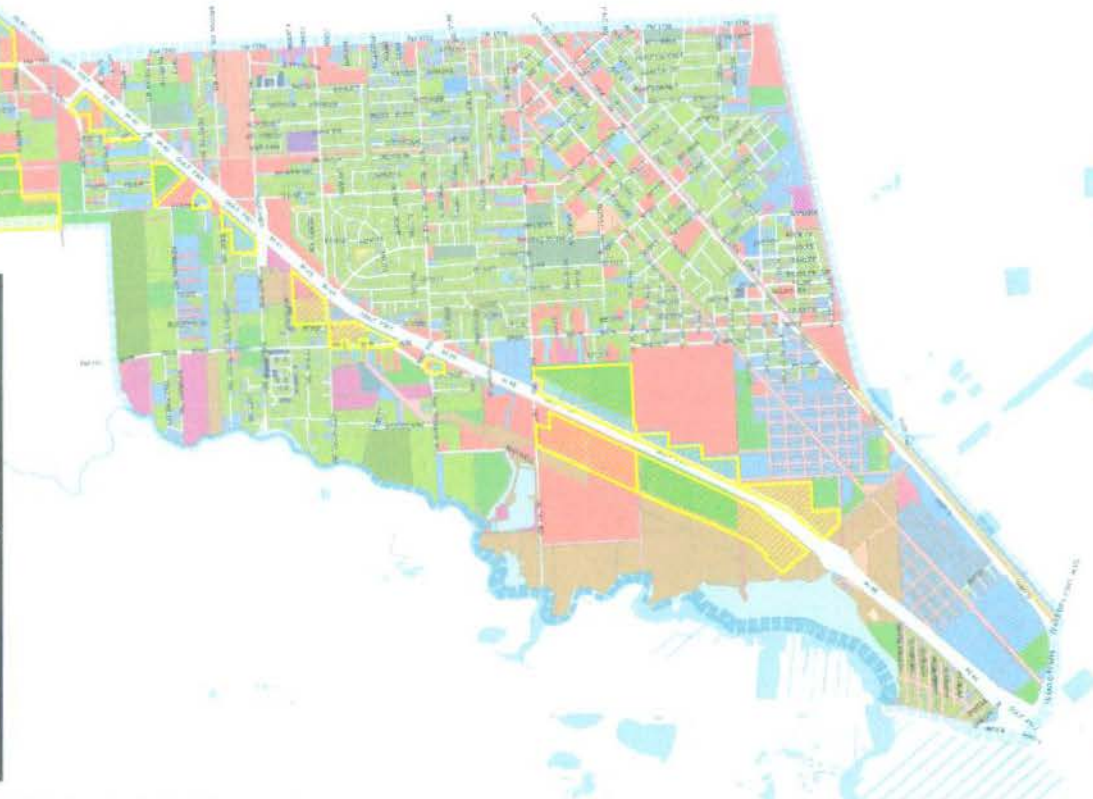
1"=3,000'

LEGEND:

SERVICE AREA - CITY OF LA MARQUE CITY LIMIT



Figure 2
CITY OF LA MARQUE
IMPACT FEE STUDY
LAND USE MAP



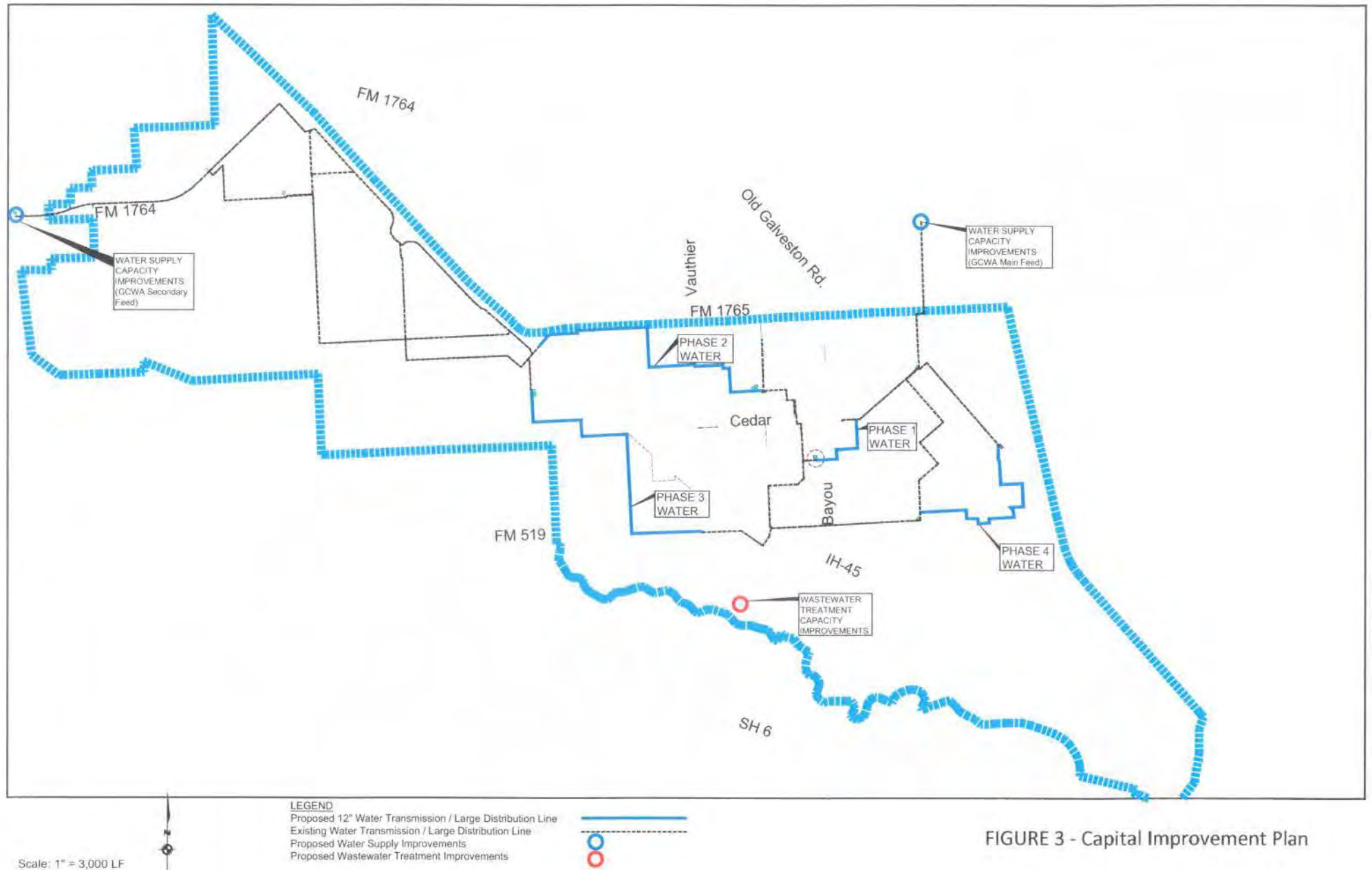
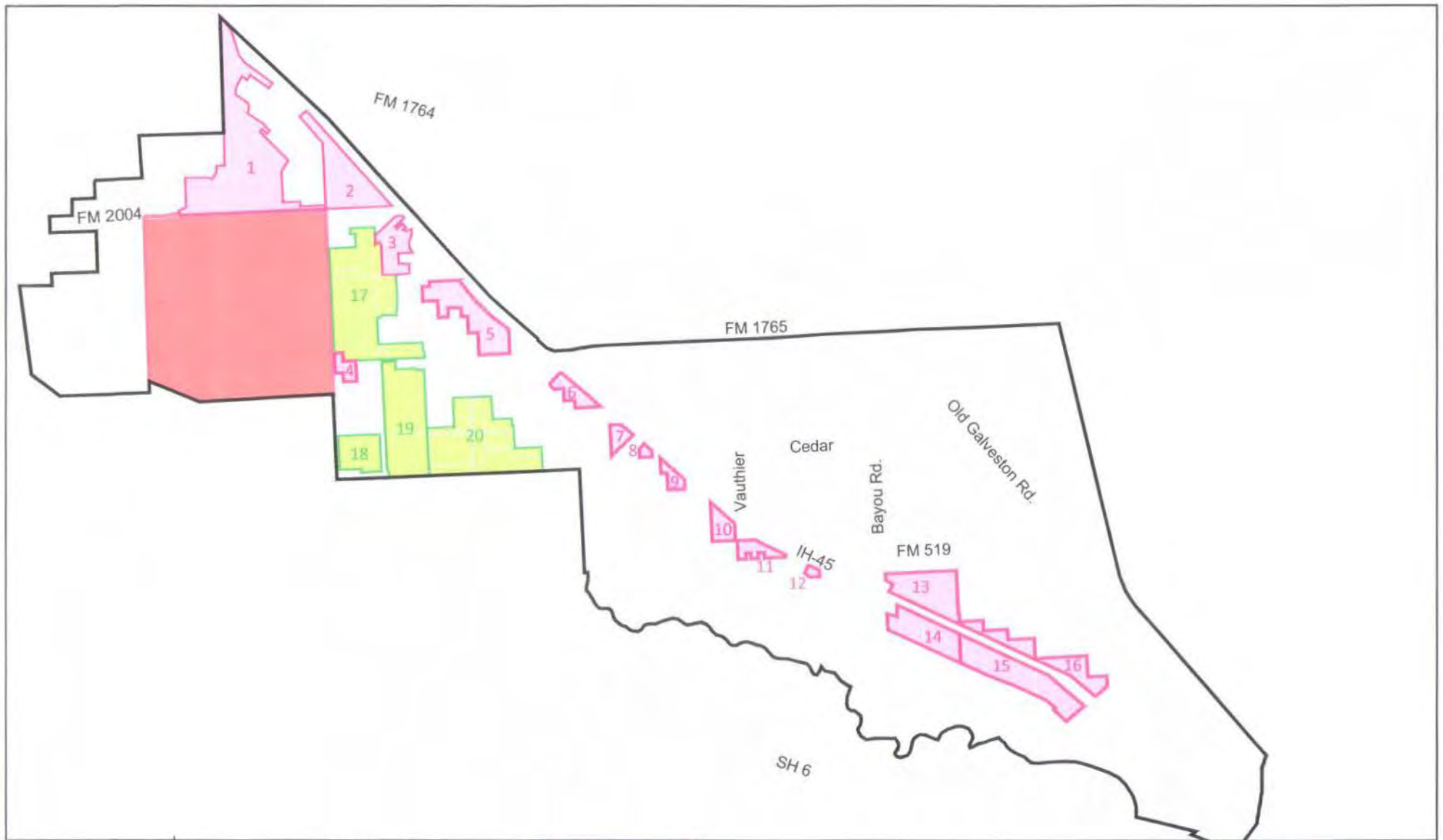


FIGURE 3 - Capital Improvement Plan



Scale: 1" = 3,000 LF

LEGEND
 Commercial Development Potential
 Residential Development Potential
 University of Houston owned property

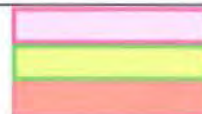


Figure 4 - Development Map



CITY COUNCIL AGENDA FORM

Meeting Date: May 9, 2022

Prepared by: R. Sailer

Department: Public Works

Agenda item: 9d

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. R-2022-0018, appointing Rick Sailer, Public Works Director, to the Municipal Division Operating Advisory Committee (MDOAC)

☒

ATTACHMENTS FOR REFERENCE (All reference items in the order of importance)

1. Resolution No. R-2022-0018

STAFF BRIEFING:

- The Municipal Division Operating Advisory Committee is a standing customer advisory committee which is established by contract, and is composed of one representative of each municipal or water district customer of the Authority's Thomas Mackey Water Treatment Plant.

Has City authorized Engineer reviewed and approved?

N/A

Has City Attorney OR Special Legal Counsel reviewed and approved?

N/A

Have you discussed availability of funds/accounts with Finance Director?

Has Finance Director verified Purchasing Policy followed?

N/A

Have you presented your project to the Grants Administration Team and City Manager?

N/A

HISTORY:

- May 9, 2022 adopting Resolution No. R-2022-0018, appointing Rick Sailer, Public Works Director, to the Municipal Division Operating Advisory Committee (MDOAC).

TARGET IMPLEMENTATION: May 10, 2022

SIGNIFICANT ACTION DATES:



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2022-0018**, appointing Rick Sailer, Public Works Director, to the Municipal Division Operating Advisory Committee (MDOAC)

FISCAL IMPACT: None

RESOLUTION NO. R-2022-0018

**A RESOLUTION APPOINTING A REPRESENTATIVE TO THE MUNICIPAL DIVISION
OPERATING ADVISORY COMMITTEE OF THE GULF COAST WATER AUTHORITY**

WHEREAS, the City purchases potable drinking water from the Gulf Coast Water Authority.

WHEREAS, the Gulf Coast Water Authority has a standing committee of its customers who advise on issues relating to the operation, maintenance, repair, replacement, and enlargement of the Mainland Water System.

NOW, THEREFORE BE IT RESOLVED, by the City Council of La Marque, Texas that the position of Public Works Director, currently held by Rick Sailer, be and is hereby designated as its Representative to the Municipal Operating Advisory Committee.

FURTHER, that should the hereinabove named representative become ineligible, or should he/she resign, the successor to the position serve in their place with no further action from Council required.

FURTHER, that the Gulf Coast Water Authority and committee members be notified of the designation of the hereinabove named representative.

FURTHER, that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

PASSED, APPROVED AND ADOPTED, by City Council of the City of La Marque on this the **9th** day of **May**, 2022.

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: May 9, 2022

Prepared by: Amy Miller

Department: Library

Agenda item: 9e

Reviewed by: Gina Galicia

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding an update of La Marque Public Library's Collection Development Policy

ATTACHMENTS FOR REFERENCE (All reference items in the order of importance)

X

1. Updated Collection Development Policy, revised March 2022
2. Outdated Collection Development Policy from 2001, 2007
3. Library Bill of Rights and Freedom to Read Statements from American Library Association (ALA)

STAFF BRIEFING:

- An updated Collection Development Policy supports the Library's mission and guides the selection, maintenance, and retention of materials. It also outlines a procedure for addressing user concerns.
- Current policy is outdated and refers to a Library Board, which has not been in existence since at least 2014.
- Proposed policy is in line with what other Galveston County Libraries are using.
- Proposed policy has been reviewed by City Attorney.

HISTORY:

- The Collection Development Policy was last approved by City Council on **May 14, 2001**
- Complaints Regarding Library Materials Policy was last approved by City Council on **July 23, 2007**.

TARGET IMPLEMENTATION: May, 2022

SIGNIFICANT ACTION DATES:

Date - May 14, 2001

Date - July 23, 2007

Cost Details:	
Budgeted	NA
Actual Bid	
Estimated Expenditure	



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☐ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve La Marque Public Library's updated Collection Development Policy.

FISCAL IMPACT:

RESOLUTION NO. R-2022-0019

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE CITY OF LA MARQUE PUBLIC LIBRARY COLLECTION DEVELOPMENT POLICY TO UPDATE TO CURRENT BEST PRACTICES; PROVIDING FOR AN EFFECTIVE DATE, AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, the City Council of the City of La Marque, Texas adopted its current Library Collection Development Policy in 2007; and

WHEREAS, the governing body of the City shall adopt a resolution reflecting all changes; and

WHEREAS, the amended policy is reflective of the current industry-standard as well as the surrounding public libraries in the geographical area

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That the 2007 City of La Marque Public Library Collection Development Policy, as amended, attached hereto as "Exhibit A" is hereby adopted as the purchasing policy of the City of La Marque, effective May 10, 2022.

Section 3. Effective Date. This resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED, by City Council of the City of La Marque on this the **9th** day of **May**, 2022.

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel, City Attorney

LA MARQUE PUBLIC LIBRARY COLLECTION DEVELOPMENT POLICY

PURPOSE

The Collection Development policy exists as a guide to La Marque Public Library staff in the development of the library's collection.

GENERAL GUIDELINES

Materials are selected according to professionally accepted guidelines. Library materials will be evaluated based on the entire work rather than on individual parts. Consideration for purchase or acceptance of all library materials is based on the following criteria:

- Significance
- Evaluations in review sources
- Receipt of or nomination for major award
- Need
- Popular interest
- Artistic presentation
- Style
- Accuracy of content
- Timeliness of information
- Price
- Availability
- Storage requirements
- Durability
- Relationship to existing collection

ADULT MATERIALS

Adult collections of printed materials include fiction, nonfiction, and large print.

Contemporary and best-selling authors are represented due to high demands for recreational reading. The collection also contains classical, foreign, and other authors which may have less frequent but still significant circulation and demand.

The library acquires materials of both permanent and current interest in all subjects, based on the merits of a work in relation to the needs and interests of the community.

YOUNG ADULT (YA) MATERIALS

The YA collection is comprised of popular, genre, and literary fiction targeting ages eleven to eighteen. Other factors for determining inclusion in the YA collection are materials that are clearly reviewed and/or labeled as young adult, characters of intermediate/high school or college age and theme or subject matter of interest to and intended for young adults. Graphic novels for young adults are also collected.

CHILDREN'S MATERIALS

The children's collection consists of materials geared for ages birth through twelve. Selections are made to meet the recreational, educational, and cultural needs of children. The library maintains a collection of picture books in which the illustrations are as important as the text. This collection includes beginner readers, wordless books, and titles in regular binding and board book formats. The library also maintains a variety of chapter books from classics to popular series titles.

The juvenile nonfiction collection contains general informational works, browsing items, and subject-oriented materials on topics of interest to children preschool through grade six. La Marque Library does not collect textbooks; however, it may purchase supplementary materials to enrich or compliment the resources available at area schools.

SELECTION CRITERIA

A balanced collection attempts to represent all sides of issues as far as availability, space and budget allow. Controversial topics or viewpoints may be objectionable to individual patrons; however, materials will be selected based on the merits of the work, not on the expected approval or disapproval of individual patrons. No book or other material will be excluded because of the race, national origin, color, gender, personal history, political, religious, or social views of the author or creator. Selectors will attempt to represent all approaches to issues of a controversial nature. The inclusion of any given item is not equivalent to an endorsement by library staff of the author's viewpoint.

SELECTION PROCESS

Ultimate responsibility for materials selection rests with the Library Director who operates within the Collection Development Policy. Library staff will track the materials budget to insure the flow of new materials throughout the year according to annual budget allocations.

Selection tools include professional library journals, trade journals, subject bibliographies, publisher's promotional materials and reviews from reputable sources both in print and online.

Requests from the community for an item's inclusion in the library's collection are encouraged. User suggestions for purchase will be evaluated in accordance with the Collection Development Policy.

COLLECTION MAINTENANCE

Deselection is an integral part of the library's collection development and maintenance process. Library staff follow the CREW (Continuous Review, Evaluation, and Weeding) method, developed by the Texas State Library. Materials are evaluated throughout their life cycle, until they are no longer useful and are withdrawn.

Materials are withdrawn from the collection through systematic weeding or because of loss or physical damage. Materials are candidates for withdrawal if they satisfy one of more of the following general requirements: worn or damaged items, duplicate or seldom used titles, materials with outdated or inaccurate information, superseded editions of specific titles, and materials no longer of interest.

While La Marque Library attempts to maintain copies of standard and important works, it does not automatically replace all materials withdrawn due to loss or damage.

DONATIONS

La Marque Library accepts donations of materials for the collection using the same selection criteria that are applied to purchased materials. Decisions regarding the final disposition of gifts are the responsibility of library staff using the following guidelines:

Not all donations are added to the collections. Donations not selected for addition to the collection are not returned to the donor.

The library reserves the right to decide the conditions of display, housing, and access to donations.

Donations added to the collection are housed in the most appropriate location, determined by library staff.

Unused donations may be given to the Friends of La Marque Library or other community organizations for public sale or further disposal as they deem suitable, or they may be disposed of through other means determined by the library.

La Marque Library neither places a value on donations, nor provides appraisals for income tax or any other purpose.

LA MARQUE PUBLIC LIBRARY RIGHT TO READ

Public libraries preserve and enhance a person's right to a broader range of ideas than those held by any one librarian, publisher, or government. Free access to a full range of ideas and information is critical to accomplishment of La Marque Public Library's mission. The library supports the American Library Association's Bill of Rights, the Freedom to Read and the Freedom to View statements.

Parents or legal guardians have the responsibility to guide and direct the reading, viewing, or listening of their own minor children. The library does not take the place of the parent or guardian.

There may be differing opinions by individuals or groups as to what is acceptable or appropriate for the library collection. Anyone is free to reject for her/himself library materials of which she or he does not approve; however, the individual cannot restrict the freedom of others to read view or hear.

Persons who wish to initiate comments or complaints about library materials will receive a copy of the Library Bill of Rights, the Freedom to Read Statement and the La Marque Public Library Collection Development Policy. The Library Director will review these materials with the patrons. If their concerns are not satisfied, they will be invited to fill out a Request for Reconsideration of Library Materials form. Upon receipt of the completed form, the Library Director will reevaluate the material and notify the patron of the decision made.



The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

A Joint Statement by:

[American Library Association](#)
[Association of American Publishers](#)

Subsequently endorsed by:

[American Booksellers Foundation for Free Expression](#)
[The Association of American University Presses, Inc.](#)
[The Children's Book Council](#)
[Freedom to Read Foundation](#)
[National Association of College Stores](#)
[National Coalition Against Censorship](#)
[National Council of Teachers of English](#)
[The Thomas Jefferson Center for the Protection of Free Expression](#)

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices. See the documents designated by the Intellectual Freedom Committee as Interpretations of the Library Bill of Rights (<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations>).

SELECTION OF MATERIALS

The La Marque Public Library provides materials and services to support the informational and educational needs of the citizens of La Marque. The primary functional roles that support this mission are: 1. Popular Materials Library and 2. Preschoolers' Early Reading. Secondary roles are: 1. Independent Learning Center and 2. Community Information Center. These functional roles will be considered in the development of the collection, and will receive priority in the allocation of resources and funds.

Selection and purchase of library materials rests with the library director who may delegate some responsibilities to other staff members. Staff will adhere to accepted professional practices when making selection decisions. First, the recreational, educational, and informational needs of the community will be considered in selecting materials.

Before the beginning of each budget year, the director will determine how limited funds will be allocated among the major collection subdivisions (e.g., adult non-fiction, fiction, youth collection, reference, periodicals, non-print). Circulation statistics and counts of in-house use of materials will be maintained to assist in decision making. Average cost per item, as determined by the previous year's purchases and reports in library and publishing journals, will also be considered in allocating funds.

Materials will be selected based on positive reviews in professional journals or actual examination and evaluation of materials. Items that must be updated every year may be placed on a standing order list to ensure timely delivery. Suggestions from the community for items to be considered for purchase are strongly encouraged, but materials must meet selection criteria.

The La Marque Public Library does not attempt to acquire textbooks that support local curricula, but may acquire textbooks for general use by the public. Multiple copies of popular books (e.g. bestsellers, resume guides, tax preparation) may be purchased to meet demand. Paperback books will be purchased when available to meet short-term demand. The library will attempt to have information available in a variety of formats (book, non-book, pamphlet, magazines, etc.) when available and practical. Generally, only one copy of materials in other formats (video, compact disk, computer programs) will be purchased unless long-term high demand is anticipated. Video and audio recordings will be selected for potential long-term use to meet general interests. Regardless of an item's popularity, the

library may choose not to select it, because its format is not durable enough to withstand reasonable library use, or it would require excessive staff time to maintain.

Objections to items in the collection should be made in writing to the library director. (See also the "Request for Reconsideration of Materials" policy.) Materials that no longer meet the needs of the community and no longer support the library's collection will be withdrawn and disposed of in accordance with the library's "Deselection of Materials" policy.

Approved by Board of Directors on 05/01/2001
Approved by La Marque City Council on 05/14/2001

DESELECTION OF MATERIALS

Materials that no longer fit the stated service roles of the library will be withdrawn from the collection. This may include materials that are damaged, include obsolete information, or are no longer used. Decisions will be based on accepted professional practice, such as those described in The CREW Method, and the professional judgment of the library director or designated staff: When necessary, local specialists will be consulted to determine the continued relevance and reliability of materials.

Items withdrawn from the collection will be disposed of in accordance with local law, which permits discarding into the trash, recycling of paper, or transfer to the Friends of La Marque Public Library for sale. No items may be sold or given directly to individuals or groups. Discarded magazines and newspapers may be given to other area libraries, social service agencies, or to the Friends of the La Marque Public Library, at the discretion of the library director.

Approved by Board of Directors on 05/01/2001
Approved by La Marque City Council on 05/14/2001

MATERIALS IN LANGUAGES OTHER THAN ENGLISH

The La Marque Public Library strives to have a collection that reflects the diversity of the population it serves. To that end, part of the collection development budget will be allocated to purchase materials in the preferred language of residents who are not native speakers of English. Materials considered for purchase will be evaluated as much as possible under the same guidelines and policies used for English-language materials. When necessary, staff will seek assistance in the selection of materials from appropriate community members. Citizen recommendations are always welcome and appreciated.

Approved by Board of Directors on 05/01/2001
Approved by La Marque City Council on 05/14/2001

LA MARQUE PUBLIC LIBRARY

COMPLAINTS REGARDING LIBRARY MATERIALS POLICY

It is the purpose of the Library to provide materials for all ages, from pre-school through maturity, making the fullest possible provision for information presenting all points of view on the international, national and local issues so that readers may form their own opinions on these questions. To fulfill this purpose the Library endeavors to maintain a carefully selected collection of good, representative books of permanent value and of current interest. The Collection Development Policy of the La Marque Public Library seeks to conform to the interests and needs of the community which it serves without being restricted by them. Neither the Library Director, Library staff nor the Library Board can be expected to read every book purchased. With few exceptions, it is generally impossible to preview a book before selecting it. For these reasons the selection of books is made largely through reliable sources, such as professional library magazines, book reviewing services and book review sections of magazines and newspapers. Books are judged as a whole, and isolated passages in themselves are not used as criteria. With this in mind the following procedures have been established to address patron concerns regarding Library materials.

Procedures Governing Complaints Regarding Library Materials At the La Marque Public Library

1. Any Library staff member, who receives a complaint about any of the material in the Library, in which the patron feels the material should be withdrawn from the collection, will ask the patron if they would like to complete a "Request for Reconsideration of Library Materials Form."
2. The Completed form will be given to the Library Director, who will present it to the Library Board.
3. The Library Board will review the complaint in light of the Collection Development Policy.
4. The patron will be informed by letter from the Library Board of its decision to keep the material in the Library or not.
5. If the patron does not agree with the decision, a request can be made to appear before the Library Board at its next regular meeting.

APPROVED BY THE BOARD
APPROVED BY THE CITY COUNCIL

7/10/07
7/23/07

REQUEST FOR RECONSIDERATION OF MATERIAL

The La Marque Public Library welcomes comments and suggestions regarding the continued appropriateness of materials in the collection, especially concerning outdated materials. Suggestions will be considered and utilized by the library in the ongoing process or collection development.

Individuals may take issue with the library materials that do not support their tastes and views. Staff is available to discuss concerns and identify alternative materials that may be available. If a patron's concern is not satisfied through discussion with staff, a formal written request for reconsideration of materials may be submitted to the Library Director. Copies of this form are available at the reference desk or from the director's office.

The La Marque Public Library is not a judicial body. Laws governing obscenity, subversive materials and other questionable matters are subject to interpretation by the courts. Therefore, no challenged material will be removed solely for the complaint or obscenity or any other category covered by law until after a local court or competent jurisdiction has ruled against the material. No materials will be knowingly added to the library collection that have been previously determined to be in non-compliance with local laws.

For a request for reconsideration to be considered, the form must be completed in full. The patron submitting the request must be resident of La Marque and hold a valid borrower's card. The Director will respond, in writing, within thirty days of receipt, to the patron's request for reconsideration. The response will indicate the action to be taken and reasons for or against the request. An item will only be evaluated for reconsideration once in a twelve-month period.

Approved by Board of Directors on 05/01/2001

Approved by La Marque City Council on 05/14/2001

LA MARQUE PUBLIC LIBRARY

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS

(Please answer all questions)

Please Print

Title: _____

Author: _____ Paperback: _____ Hardback: _____

Publisher if known: _____

Person making the request: _____

Complaint Represents: His / Herself (Y or N) _____

Name of organization: _____

Other Groups: _____

IF OBJECTION IS TO MATERIAL OTHER THAN A BOOK, CHANGE WORDING OF THE FOLLOWING QUESTIONS SO THAT THEY APPLY.

1. To what in the book do you object? (Please be specific and cite pages)
2. What do you feel might be the result of reading this book?
3. For what age groups would you recommend this book?
4. Is there anything good about this book?
5. Did you read the entire book? What parts?
6. Are you aware of the judgment of this book by literary critics?
7. What do you believe is the theme of this book?
8. What would you like the Library to do about this book?
9. In its place, what book of equal literary quality would you recommend that would convey as valuable a picture and perspective of our civilization?

Signature of Complainant

_____/_____/_____
Date

FORM from Texas Library Association Intellectual Freedom Handbook

Board approved 7/10/07 APPROVED BY THE CITY COUNCIL 7/23/07

CITY OF LA MARQUE
STREETLIGHTING PLANNING AND ASSESSMENT
4/26/2022
MANHOUR BUDGET
PREPARED BY: ADICO, LLC

Tasks	Description	Principal		Project Manager		GIS		Field Inspector I		Total Hours	Total Fee
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate		
			\$235.00		\$175.00		\$125.00		\$100.00		
Task One	Field Assessment	1	\$235.00	2	\$350.00		\$0.00	4	\$400.00	7	\$985.00
	Data Collection and Mapping	1	\$235.00	4	\$700.00	20	\$2,500.00		\$0.00	25	\$3,435.00
										Subtotal Task One:	\$4,420.00
Task Two	City Staff Meeting (4 total)	4	\$940.00	4	\$700.00		\$0.00		\$0.00	8	\$1,640.00
	Priority Areas Mapping	1	\$235.00	6	\$1,050.00	20	\$2,500.00		\$0.00	27	\$3,785.00
	Coordination with TNMP and CPE	2	\$470.00	16	\$2,800.00		\$0.00		\$0.00	18	\$3,270.00
	Cost Estimation and Budgeting	2	\$470.00	8	\$1,400.00		\$0.00		\$0.00	10	\$1,870.00
	Review Options for Solar Lighting to Supplement Street Lighting	1	\$235.00	4	\$700.00		\$0.00		\$0.00	5	\$935.00
	Coordination with TxDOT	2	\$470.00	6	\$1,050.00		\$0.00		\$0.00	8	\$1,520.00
										Subtotal Task Two:	\$13,020.00
Task Three	Draft/Final Report	4	\$940.00	22	\$3,850.00	8	\$1,000.00		\$0.00	34	\$5,790.00
										Subtotal Task Three:	\$5,790.00
										Total Budget:	\$23,230.00

RESOLUTION NO. **R-2022-0020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE,
TEXAS, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF LA MARQUE
AND ADICO, LLC, FOR A STREET LIGHTING IMPROVEMENT REPORT.

WHEREAS, the City desires to conduct a study of the location and functionality of street lights within its corporate limits

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

Section 1. That a Street Lighting Improvement Report is necessary in the interest of public safety and further advances the efforts of the City's Safe City Initiative. ADICO, LLC has submitted a sufficient project work order (EXHIBIT A) including a compensation agreement and scope of work.

Section 2. That it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chpt 551, Tex Gov't Code*.

Section 3. That this Resolution shall become effective upon its adoption.

PASSED AND APPROVED this the ____ day of _____, 2022.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, City Clerk

APPROVED AS TO FORM:

Gus Knebel, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: **May 9, 2022**

Prepared by: R. Sailer

Department: Public Works

Agenda item: **9f**

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2022-0020**, approving agreement for the City of La Marque Street Lighting Improvement Report

☒ X

ATTACHMENTS FOR REFERENCE (All reference items in the order of importance)

1. Resolution No. R-2022-0020
2. City of La Marque Streetlighting Planning & Assessment Work Order - No. 2022-02

STAFF BRIEFING:

- The City is aware of areas which require enhanced or new lighting
- The Report will provide details to TNMP to assist with the placement and design of the additional lighting.
- Solar lighting options will be included in the Report
- Project cost and timeline to complete the Street Lighting Improvement Project

Has City authorized Engineer reviewed and approved?

The City Engineer is handling this project.

Has City Attorney OR Special Legal Counsel reviewed and approved?

Yes

Have you discussed availability of funds/accounts with Finance Director?

Has Finance Director verified Purchasing Policy followed?

Yes

Have you presented your project to the Grants Administration Team and City Manager?

N/A

HISTORY:

- May 9, 2022 adopting Resolution No. R-2022-0020, approving agreement for the City of La Marque Street Lighting Improvement Report.

TARGET IMPLEMENTATION: May 10, 2022

SIGNIFICANT ACTION DATES:



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	23,230
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. R-2022-0020, regarding adopting Resolution No. R-2022-0020, approving agreement for the City of La Marque Street Lighting Improvement Report.

FISCAL IMPACT: \$23,230

CITY OF LA MARQUE
WORK ORDER – No. 2022-02

Professional Engineering Services for
Planning and Assessment for Citywide Streetlight Improvements

PROJECT DESCRIPTION:

Adico, LLC ("**ADICO**") is pleased to present this proposal to provide professional engineering to the City of La Marque ("City"). The proposed project will consist of Planning and Assessment for Citywide Streetlighting Improvement Plan as part of the La Marque Safe Street Initiative.

The proposed scope of work is as follows:

- A. Field Assessment & Mapping
 1. Field Assessment of certain areas of the city for illumination levels.
 2. Rate the areas from scale of 1 to 10 based on lighting levels.
 3. Develop mapping showing the lighting levels within the city.
- B. Planning
 1. Meeting with City Staff and Police Department to identify areas of immediate needs.
 2. Prioritize areas based on recommendations from staff, including reviews of citizen requests.
 3. Developing mapping plan based on priority to be submitted to Texas New Mexico Power (TNMP) and Centerpoint Energy (CPE).
 4. Coordination Meetings with TNMP and CPE to discuss design requirements, including fixture recommendations, for addition of streetlighting.
 5. Review proposed design plans from TNMP and CPE.
 6. Research and review options for solar lighting.
 7. Obtain cost estimates for priority areas and develop budget for funding.
 8. Coordination with TxDOT on streetlight planning for FM roadways within the City.
- C. Final Report
 1. Prepare Final Report to include the following:
 - a. Mapping for current streetlights
 - b. Mapping for priority areas.
 - c. Cost Estimates for Budgeting

COMPENSATION:

Compensation for this assignment shall be in accordance with this letter agreement for Engineering Services executed between the Owner and Adico, LLC. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a Total Professional Services Fee Not to Exceed \$21,945.00 be established.

Description:	Fee
1. Task One: Field Assessment & Mapping	\$4,420.00
2. Task Two: Planning and Coordination	\$13,020.00
3. Task Three: Final Report	\$5,790.00
Total Engineering Fees	\$23,230.00

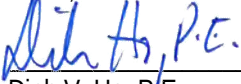
Engineering Services Lump Sum Fee not to Exceed \$23,230 plus reimbursable expenses.

If you are in agreement with the professional engineering services that Adico, LLC will provide to the City of La Marque for engineering fee and basis of compensation for our services, please sign both copies of this work order and return one copy to me.

Thank you for considering our firm for your professional engineering services.

Very truly yours,

Adico, LLC



Dinh V. Ho, P.E.

4/27/2022

Date

Accepted: City of La Marque, Texas

Mr. Cesar Garcia, City Manager

Date



CITY COUNCIL AGENDA FORM

Meeting Date: May 9, 2022

Prepared by: Suzy Kou

Department: Finance

Agenda item: 9g

Reviewed by: Gina Galicia

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding acceptance of Conceptual Parks Master Plan from Adurra

☒ X

1. Parks Master Plan Draft

STAFF BRIEFING:

- September 2020- City budgeted total of \$30,000 for a parks master plan with \$15,000 in Parks Fund and \$15,000 in General Fund.
- Spring 2021- City contracted with Ardurra to perform this project with a contract amount of \$50,000 (visual assessment-\$18,500, site plans/improvements-\$16,500, and recommendation-\$15,000).
- Cumulative expenditure as of November 2021-\$33,125.00. Additional cost can be funded from fiscal year 2022 General Fund.
- To increase our chances and to qualify for grant opportunities, we need to have a completed parks master plan.
- Park improvements can benefit our community in quality of life, public safety, property values, economic growth, public health, and education.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

July 2020 - Budget workshops discussions

August 9, 2021 - Presentation of Parks Master Plan to Council and public

Cost Details:	
Budgeted	FY 2021 - \$30,000
Actual Bid	\$50,000
Estimated Expenditure	\$40,000
Acct. Name(s)	Parks improvements;



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☒ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter policies, procedures | |

	Professional services
Line Items #	81-2011-00-00 \$15,000; 01-4040-12-00 \$25,000
Other Funding	

STAFF'S RECOMMENDATION: Motion to accept Conceptual Parks Master Plan

FISCAL IMPACT: Maximum \$50,000

RESOLUTION NO. R-2022-0021

A RESOLUTION ACCEPTING THE CONCEPTUAL PARKS MASTER PLAN PRESENTED BY ADURRA ENGINEERING

WHEREAS, the City previously hired Adurra Engineering to prepare and present a parks master plan to the City of La Marque, Texas.

WHEREAS, the City, through its Parks Board and City staff met with representatives of Adurra Engineering to develop a conceptual parks master plan

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Council acknowledges receipt of the Conceptual Parks Master Plan presented by Adurra Engineering.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 9th day of May 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

City of La Marque Parks Master Plan 2022

Date: April 26, 2022



801 Navigation Suite 300
Corpus Christi, Texas 78408
Phone: (361) 883-1984
www.Ardurra.com

Engineering License #F-10053

Ardurra Group, Inc.
Surveying Firm 1094688
Architectural Firm BR4160

DRAFT

April 26, 2022

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Acknowledgements

This Parks Master Plan was created by the City of La Marque with the assistance of the Ardurra Group, Inc. Architectural Department. Thanks goes out to the many residents, city staff, and community leaders for their input and support during this study. The following individuals are recognized for their help generating this masterplan.

CITY COUNCIL:

Keith Bell	-	Mayor
Kimberley Yancy	-	District A
Joe Compian	-	Mayor Pro-Tem, District B
Michael Carlson	-	District C
Casey McAuliffe	-	District D

CITY STAFF:

Cesar Garcia	-	City Manager
Amanda Hobby	-	Assistant Public Works Director
Venisha Henderson	-	Parks Board Liason

PARKS BOARD:

Michael Bock	-	Chairman
Al Reida	-	Co-Chairman
Herbert Franklin	-	Member
Tonia Griffin	-	Member
Bo Hunter	-	Member
Tamara Smith	-	Member
Larry Walker	-	Member
Mike Wev	-	Member

“In Memorandum”

Louis “Mac” McGaffey - Former Parks Board Member

Chapter 1 - Introduction:

The main purpose of the Parks Master Plan is to assess the current state of La Marque's key parks and open space system, address citizen needs and wishes for improvements to these parks, and to establish facility/equipment design and maintenance criteria for current and future parks and outdoor recreation areas.

The City of La Marque Parks Board and city staff provided an inventory of nine park facilities, mentioned in Chapter 3. These Park facilities were reviewed by Ardurra staff during site visits and meeting with residents and city representatives. In addition to on-site meetings, the Parks Board conducted an on-line survey to acquire opinions of resident likes, dislikes, and their preferences for each existing park.

The goals identified through these interactions were:

1. Create a positive, uplifting park experience for all residents.
2. Increase recreational activities.
3. Provide greater efficiency / value in future park development and maintenance.

Outdoor Trends:

1. An important outdoor recreation trend is "passive recreation activities". Passive recreation focuses on individual activities such as picnicking, cycling, walking trails, etc. in contrast to "active recreation" like organized team sports. Providing people with a variety of activities gives them the opportunities to use parks and open spaces in their own way and at their leisure.
2. Nationwide, citizens have become aware of the diminishing amounts of open spaces and natural areas in and around their communities. Through well planned development strategies, communities can minimize the "urban jungle" effect and preserve open spaces, providing access to nature and increase/enhance recreational opportunities within their neighborhoods and communities.

3. People go to parks to relieve everyday stress and restore a sense of calm to their lives. Watching their children play, walking their dog, fishing or just sitting and enjoying the natural environment, the idea is that people just feel better after they leave a park than when they arrived. Parks need to be inviting and provide opportunities for people's minds to drift and reflect, leading to a sense of "restoration."
4. Community involvement by having an Adopt-A-Park program gets residents involved within their neighborhoods and provides residents opportunities to socialize and meet their neighbors. Whether its volunteering to help maintain a park, organizing a workday to install new equipment, plant a tree or growing a community garden, it gives a resident the sense of ownership.
5. Parks and recreation provide many health benefits to the user, besides the obvious opportunity for outdoor exercise and fresh air, it aids in child development through "play" which help promote social skills, develop muscle strength/coordination, and produces a sense of relaxation.

Chapter 2 – Demographic Profile:

The History of La Marque:

The City of La Marque translated, from the French language, means “the mark” or “the spot”. The city received its name in 1890 from then postmistress Madam St. Ambrose after it was discovered the town’s original name, Highlands, was taken by another community.

The history of La Marque can be traced back to the days of the Republic of Texas when it was largely a rural town located along the Highland Bayou. The community earned the nickname “Buttermilk Station,” during the Civil War by soldiers stopping to purchase buttermilk while travelling between Galveston and Houston. The city later incorporated in 1953 to prevent an attempt of annexation by neighboring Texas City.

Geography and Climate of La Marque:

La Marque is located on Interstate Highway 45, State Highway 3 and Farm roads 519, 1765, and 2004, roughly 12 miles northwest of Galveston and southeast of Houston, Texas. The U.S. Census Bureau states that La Marque currently includes a total area of approximately 14 square miles in Galveston County Texas. Due to the City’s location on the Texas coastline, it experiences long, hot-humid summers and short, mild winters. Because of the proximity to the Gulf of Mexico there is a threat of hurricanes, but is mitigated by a hurricane protection levee and a barrier island.

Demographic Profile of La Marque:

With a 2020 population of 18,347, La Marque is currently growing at a rate of 2.88% annually and its population has increased by 26.45% since the most recent census, which recorded a population of 14,509 in 2010. Spanning approximately 14 square miles, La Marque has a population density of 1,317 people per square mile. With an average population growth rate of 2% per year, a ten year population projection of 22,370 can be estimated.

The average household income in La Marque is \$69,832 with a poverty rate of 13.59%. The median rental costs in recent years comes to \$899 per month, and the median house value is \$117,000. The median age in La Marque is 39.1 years, 36.9 years for males, and 40.8 years for females.

La Marque Demographics

According to the most recent ACS, the racial composition of La Marque was:

White: 62.47%

Black or African American: 30.52%

Asian: 3.36%

Two or more races: 1.83%

Other race: 1.72%

Native American: 0.06%

Native Hawaiian or Pacific Islander: 0.04%.

Chapter 3 – Needs Assessment:

Park Classifications:

Park classifications are based on size or acreage. The size of a park dictates the type of activities and the level of equipment that is appropriate for that individual park. The three types of classifications that this master plan will deal with are: niche parks, neighborhood parks, and community parks.

1. Niche parks are small mini-parks or “pocket-parks” that serve a smaller number of residents that live near them, usually within a quarter mile. Niche parks are less than an acre in size and offer limited amenities compared to neighborhood or community parks. Amenities commonly found in “pocket-parks” include small playground equipment, benches, and picnic tables.
2. Neighborhood parks are the basic unit of a park system and can serve as a central gathering place for area residents. They serve an area of about one-half mile to one mile radius and are two to ten acres in size. This type of park is usually designed with informal and passive activities that serve the neighborhood’s recreational activity needs. Amenities can include field and court games, picnicking and playground areas.
3. Community parks serve a larger area of residents with a radius of one-half mile to over three miles, and usually contain five or more acres per one-thousand residents served, ranging in size from ten to fifty acres. Community parks contain organized athletic complexes, walking paths, picnic areas, and a variety of both active and passive activities. Often these parks serve as venues for community activities such as festivals.

List of Parks:

The parks presented by the La Marque Parks Board to include in this master plan are:

- Bayou City Park
- Jaycee Park
- Lagana Park
- Mac McGaffey Highland Bayou Park
- Mahan Park
- Martin Luther King, Jr. Park
- Saltgrass Subdivision Park
- Walter Feigle Park
- Westlawn Park

Table No. 1, located in Chapter 5, was created using information gathered from meetings with residents and city staff, along with an on-line survey conducted by the Parks Board. The table includes existing equipment and activities that are currently available at that site and equipment and activities that residents would like to see added to the park. Due to some of the smaller existing park sizes, not all desired activities can be successfully located within their boundaries. Site plans of each park are included, indicating preliminary locations and rough sizes of park improvements. (See Chapter 5.)

Items that need to be addressed for all existing sites:

- Replace/upgrade current security lighting with LED lamp lights on photocell receptors at parks that have it and add security lighting at existing parks without it. General area lighting should provide a minimum of 1 foot candle for all parking and pedestrian areas and 2 - 10 foot candles where higher levels of visibility and security are required. All lighting should comply with “Dark Sky” initiatives, employing “cut-off” devices to eliminate any light trespassing onto adjacent properties.

- Replace existing outdated, deteriorated facilities and equipment with new, low-maintenance, ADA accessible equivalents, such as playground equipment along with the playground area surface material, benches, tables, and walks. Also included are pavilions, restroom facilities and parking areas provided at the larger parks.
- Install trash receptacles and dog waste receptacles with bag dispenser.
- Replace/upgrade existing park signage and wayfinding.
- Install drinking fountains.

Periodic maintenance of existing parks should include:

o Niche and Neighborhood Parks:

- Check ADA compliance and safety surfaces annually and repair as needed.
- Inspect equipment (playground, benches, tables, signage, shade structures, etc.), regularly and secure or replace bolts/fasteners and touch-up paint as required.
- Repair minor vandalism and damage as needed.
- Completely replace equipment after 10 years. If major damage occurs (vandalism/weather), repair if feasible or remove until funds are available to replace. Establish a cost cap for repairs before replacement is required.

o Community Parks:

- Check ADA compliance and safety surfaces annually and repair as needed.
- Inspect equipment (playground, benches, tables, signage, shade structures, etc.) regularly, secure or replace bolts/fasteners and touch-up paint as required.
- Repair minor vandalism and damage as needed.
- Completely replace equipment after 10 years. If major damage occurs (vandalism/weather) repair if feasible or remove until funds are available to replace. Establish a cost cap for repairs before replacement is required.
- Pressure wash BBQ grills annually, and touch-up paint as needed. Replace cooking grates every five years and completely replace grills every 10-15 years or when major damage occurs (vandalism/weather).
- Review and assess restrooms and shelters (gazebos, pavilions, shade structures, concession buildings) annually and secure bolts/fasteners, touch-up paint, pressure wash/clean as necessary. Replace every 15-20 years.
- Implement a custodial program to regularly clean and sanitize restroom facilities.
- Check athletic fields and courts regularly and repair as needed.
 - Tennis courts should be resurfaced every four to eight years depending on condition.
 - Basketball goals should be replaced every five to ten years.
- Create a maintenance program for turf at ball fields.

Chapter 4 – Recommendations:

Recommendations for Future Park Development:

Recommendations found in this portion of the master plan present a vision for future park improvements and development and should address the following goals:

- Goal #1: Park design should reduce maintenance and operational costs.
- Goal #2: Parks and recreation facilities must meet safety standards and ADA accessibility requirements.
- Goal #3: Parks should be attractive, inviting, and provide a variety of recreation and play features that appeal to a wide range of ages and interests.

Goal 1: Reduce Maintenance and Operational Costs:

- Reduce long term maintenance costs and water consumption by using of native grasses and trees within City Parks. Encouraging the planting of tree and grass species that are native to the region and climate can lower both potable water consumption and landscaping replacement cost.
- Create a maintenance program that addresses how parks are maintained according to their intended use and activity areas. Provide a higher degree of maintenance for “high intensity” use areas like sports complexes, playgrounds and picnic areas and less frequent, in-depth maintenance at open lawn play areas.
- Utilize LED lighting fixtures due to their high quality of light output, long lamp life, and low electricity consumption. See other lighting requirements listed in Chapter 3.

Goal 2: Parks that meet safety standards and ADA requirements:

- Provide amenities and equipment that meet the current Texas Accessibility Standards (TAS) 2012 guidelines. All facilities that serve the general public, including outdoor facilities and walking surfaces, must meet ADA/TAS accessibility standards. This requirement affects the approach to and exit from the site, the user's maneuverability within the site, and the access to and use of either all or a percentage of the available equipment.

Goal 3: Park Equipment and Amenities:

- The Park size is the determining factor regarding the type and amount of amenities available for that specific site.
- Site furnishings include picnic tables, benches, small shade structures, trash receptacles, bike racks, and drinking fountains.
 - o Picnic tables and benches: should be manufactured from durable, corrosion-resistant materials such as aluminum, steel with a galvanized coating, or concrete. Expanded metal can be used for seating and tabletop surfaces but should be coated with a UV resistant plastic coating. Tables and benches constructed from wood should be avoided because of maintenance issues caused by rot and requiring routine painting. Picnic tables should be placed on a reinforced concrete slab and anchored to the slab. Benches can either be installed with a direct burial footing or anchored with clamps or bolts to a concrete surface.
 - o Bike racks, waste receptacles, and drinking fountains: should be included with all parks and be constructed of durable, corrosion-resistant materials.
 - o Shade and Picnic structures: can be pre-fabricated or site built and should also be constructed from corrosion-resistant materials. At larger parks, shade structures should be designed to complement other building like pavilions.

- o Playground and Fitness Equipment: should meet the safety guidelines and requirements of the Consumer Products Safety Commission (CPSC). Themed play equipment can give a particular identity to a park while enhancing “playability.” Playgrounds should be divided into younger and older age groups with a centrally located area for parents to sit and monitor their children. Playground and fitness equipment ought to be constructed from hot-dipped galvanized steel or aluminum posts and rails with a protective powder coat paint and UV stabilized plastics. Play equipment made from wood, concrete and non-coated ferrous metals should be avoided. Synthetic, rubberized safety surfacing products are recommended as a ground covering below playground and fitness equipment. This type of ground cover meets ADA requirements, is durable, and requires less maintenance than gravel or wood mulch.

- o Splash Pads: should incorporate a themed approach similar to playground equipment and appeal to a wide variety of age groups with interactive features like water cannons, dump buckets, and spray nozzles. Excess water run-off should be accounted for, captured, recycled and used for irrigation within the park. The minimum recommended splash pad size is approximately 3,000 square feet. Cons of installing splash pads are the upkeep and maintenance as well as the initial equipment costs (similar to pool pumps and filter equipment). Existing water and sewer lines may need to be upgraded and extended, which can also be costly.

- o Larger parks can include:
 - Off-street parking areas: Sized to accommodate the type and number of facilities occurring on that site. For example, athletic facilities should provide parking areas that serve the individual or a group of fields, (baseball, softball, soccer, and football), of which a percentage need to meet ADA accessibility requirements. Parking areas can be constructed from either asphalt or reinforced concrete. All ADA parking should be made from reinforced concrete.

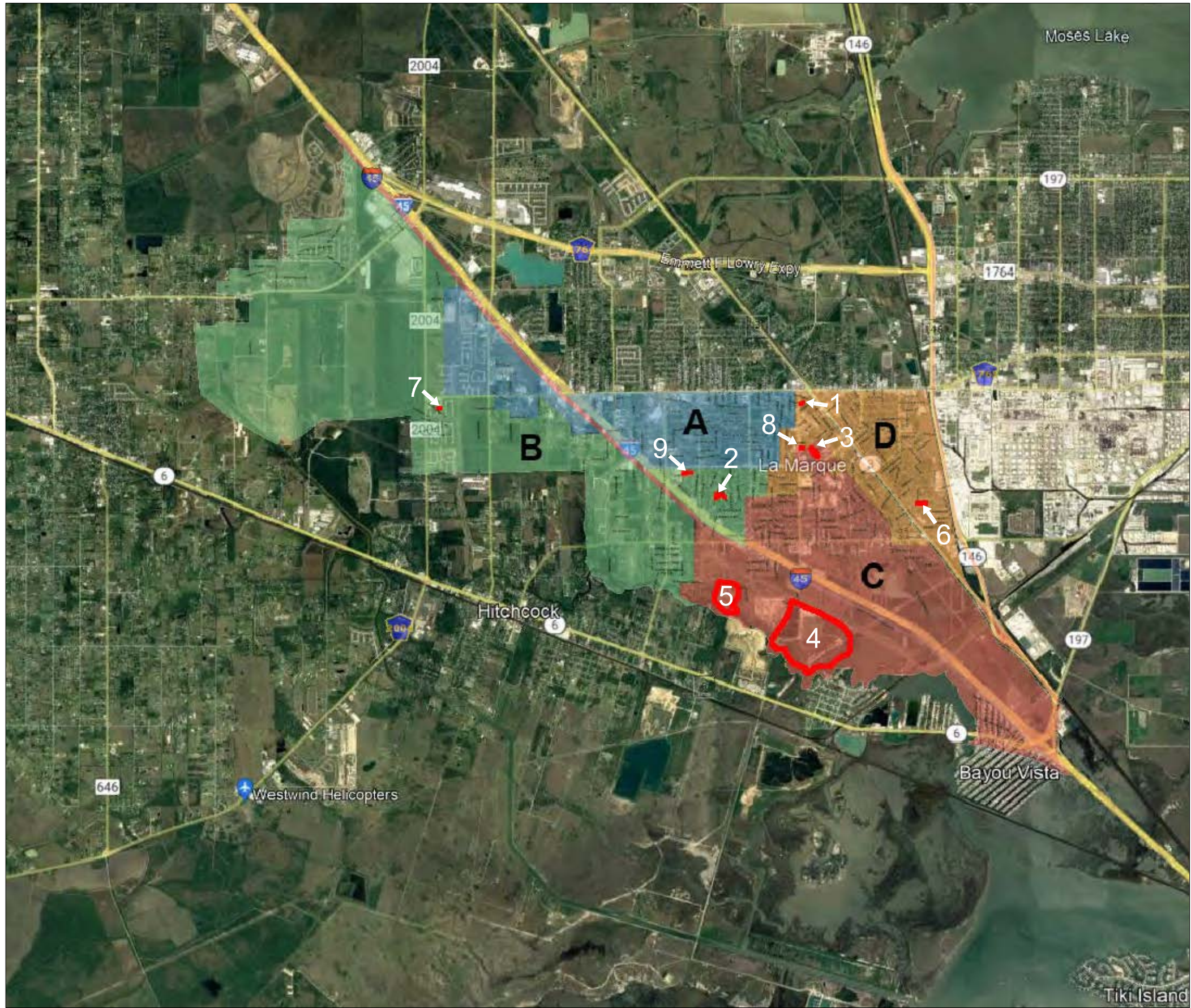
- Pavilions: can be pre-engineered metal structures with galvanized structure and pre-finished galvanized roofing to be cost effective. Columns can be dressed up with masonry bases. Due to the location of La Marque to the coast, structures should be rated to meet Texas Department of Insurance Windstorm requirements.
- Restroom Facilities: should be constructed from durable, low-maintenance materials like reinforced masonry walls, wood framed roof system with composition shingle or metal roofing (depending on the budget) and with a reinforced concrete foundation. A central walk-in plumbing chase allows easy access to pipes and plumbing fixtures for maintenance. The use of water conserving plumbing fixtures is also suggested.
- Walking trails: need to be hard surfaces that fully meet ada accessibility requirements. Trails can be constructed from a variety of materials, each with their own maintenance needs. Some of these materials include crushed stone, asphalt, and reinforced concrete. Crushed stone needs to be maintained and supplemented regularly due to wash-outs and erosion. Asphalt needs a substantial base material and tends to crack, creating potholes which need more maintenance and care over time with a life expectancy of 7-15 years. Concrete has a higher initial cost but has a lower life-cycle cost because it requires minimal maintenance. Well-maintained concrete trails can have a life expectancy of over 25 years. Concrete is the best trail material within flood prone areas.

Other Ideas to Consider:

- o City Parks may be linked together by creating a theme or “story” that includes a part of the narrative at each park allowing residents to experience other parks that are out of their respective neighborhoods.
- o The City of La Marque can provide and maintain portable restrooms at pocket parks.
- o Integrate technology into City Parks like WiFi hotspots and charging stations. The city can investigate possible State technology grants for municipalities and reach out to major telecommunication companies for possible sponsorships or equipment donation.
- o The city can explore the possibility of a 1.16 mile walking/bike trail within the electrical utility easement originating at Lagana Park and ending at Main Street. Sometimes by negotiating maintenance and land agreements, a mutually beneficial relationship can be formed allowing a recreation trail and utility easement to co-exist.

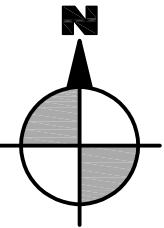
City of La Marque Park	District	Current existing equipment/play component	Park components would like to add	Main activities performed	Size in acres	Park classification	Recommendation based on size
Bayou Park 217 Bayou Road La Marque, Tx.	D	Playground Equipment; Small Basketball court	Basketball Court; Dog Park; Exercise/Fitness Equipment; Fence; Playground Equipment; Restrooms; Shaded/Seating Structures; Splash Pad; Walking/Biking Trails, Fence	Basketball; Dog Walking; Exercise/Fitness; Picnicking; Playground Equipment; Relaxation; Walking/Biking	.15 acres	Niche Park	Playground equipment, Fitness equipment, Shaded seating areas, Fence around park
Jaycee Park 2706 Magnolia Drive La Marque, Tx	B	Dog Walking; Playground Equipment; Shaded/Seating Structure; Small Basketball court	Dog Park; Exercise/Fitness Equipment; Frisbee Golf; Lighting; Playground Equipment*; Shaded/Seating Structures; Splash Pad; Walking/Biking Trails	Dog Walking; Basketball; Exercise/Fitness; Playground Equipment; Walking/Biking	3.0 acres	Neighborhood Park	Fitness equipment, New playground equipment, Shade structures & benches, Frisbee Golf course
Mac McGaffey Highland Bayou Park 1991 Getty Road La Marque, Tx	C	Basketball Court; BBQ Cookoff Area; Fishing; Natural Features; Sheltered Picnic Areas; Playground Equipment; Swings; Tennis Courts; Pavilion; Birdwatching Observation Deck; Parking	Basketball Courts; Biking/Walking Trails*; Dog Park; Exercise/Fitness Equipment; Frisbee Golf; Parking; Performance Stage; Playground Equipment; Rock Climbing; Security Cameras; Shaded/Seating Structures; Splash Pad; Walking/Biking Trails	Basketball; BBQ; Dog Walking; Exercise/Fitness; Fishing; Picnicking; Playgrounds; Tennis; Walking/Biking; Birdwatching	Approx. 27.45 acres (230 acres includes wetlands)	Community Park	Walking trail, Dog Park, Fitness equipment, Performance Stage/Amphitheater, More Parking, Shaded structures, Restrooms, Frisbee golf, Update ball fields, tennis courts, & basketball court
Lagana Park 1322 Yupon Street La Marque, Tx	D	Open Space	Basketball Court; Dog Park; Exercise/Fitness Equipment; Parking; Playground Equipment*; Restrooms; Shaded/Seating Structures; Splash Pad; Walking/Biking Trail, Restrooms	Basketball; Dog Walking; Exercise/Fitness; Picnicking; Playground Equipment; Relaxation; Walking/Biking	4.35 acres	Neighborhood Park	Basketball court, Fitness equipment, Parking, Playground equipment, Restrooms, Shaded structures, Splash pad, Walking trail
Westlawn Park 3010 Melody Drive La Marque, Tx	B	Open Space; Playground Equipment; Small Basketball court	Basketball Courts; Dog Park*; Playground Equipment*; Shaded/Seating Structures; Splash Pad; Walking/Biking Trails	Dog Walking; Basketball; Exercise/Fitness; Playground Equipment; Picnicking; Relaxation; Walking/Biking	1.94 acres	Neighborhood Park	Dog park, Full-court Basketball court, New playground equipment, shaded seating structures, Walking trail
Mahan Park 2701 Woodlawn Street La Marque, Tx	C	Baseball/Softball Fields; Fishing; Tennis Court; Basketball court; Walking/Biking; Boat ramp & Bayou access	Baseball/Softball Fields (updated); Batting Cages; Concession Stands; Exercise/Fitness Equipment Football/Soccer Fields; Frisbee Golf; Lighting (updated); Parking*; Playground Equipment; Restrooms; Shaded/Seating Structures*; Skate Park; Splash Pad; Walking/Biking Trails	Baseball/Softball; Dog Walking; Exercise/Fitness; Fishing; Football; Kickball; Soccer; Walking/Biking	35 acres	Community Park	Update all ball fields & lighting, Batting cages, Concession Stand, Fitness equipment, Update Football field, Frisbee golf, Parking, Playground equipment, Shaded structures, Walking trail
Walter Feigle Park 1009 Bayou Road La Marque, Tx	D	Walking/Biking Trails; City Library access; Gazebo, Outdoor Meditation area	Dog Park; Exercise/Fitness Equipment; Playground Equipment; Shaded/Seating Structures; Splash Pad; Walking/Biking Trails	Dog Walking; Relaxation; Walking/Biking	.82 acres	Niche Park	Covered seating, Fitness equipment, Playground equipment
Martin Luther King, Jr. Park 416 Apricot Street La Marque, Tx	D	Half-court Basketball Court; Swings; Playground Equipment; Volleyball; Sheltered Picnic areas; BBQ Grills	Exercise/Fitness Equipment; Meditation Area; Playground Equipment*; Splash Pad; Volleyball Court; Walking/Biking Trails	Dog Walking; Exercise/Fitness; Picnicking; Playground Equipment; Relaxation	2.16 acres	Neighborhood Park	Walking trail w/ fitness stations, Repair/ replace shade pavilions & picnic tables, Enlarge existing basketball court, Playground equipment, Meditation area(s)
Saltgrass Subdivision Park 750 Saltgrass Point Road La Marque, Tx	B	Undeveloped Land	Basketball Courts; Dog Park; Exercise/Fitness Equipment; Lighting; Picnic Areas; Playground Equipment*; Restrooms; Shaded/Seating Structures*; Splash Pad; Walking/Biking Trails	Undeveloped Land	.58 acres	Niche Park	Half-court basketball, covered seating, Shaded picnic tables, Pavilion, Playground equipment, Lighting, Fitness equipment, Walking Trail

*These components should be a priority.

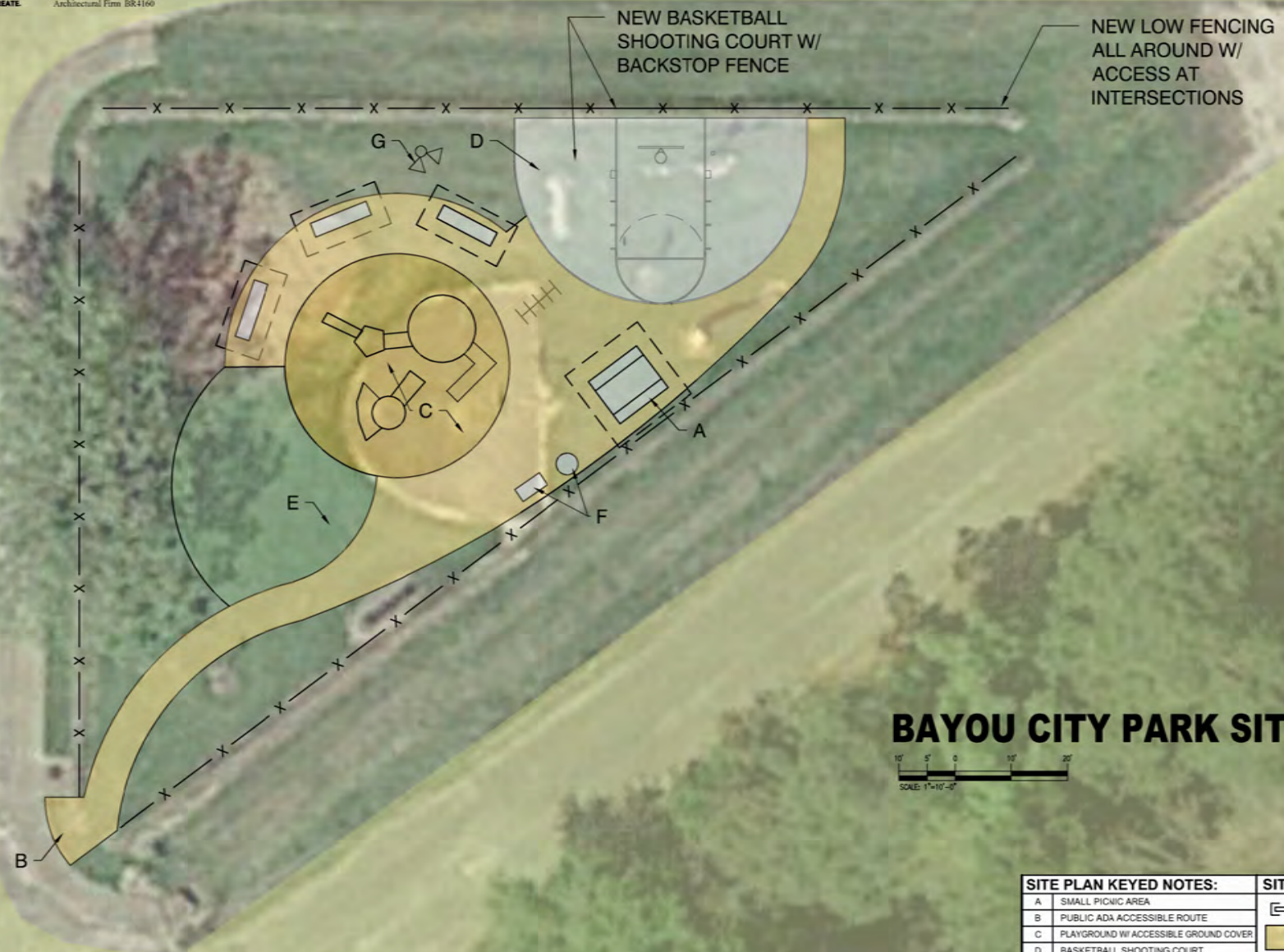


PARK LEGEND:	
1	BAYOU CITY PARK 217 BAYOU RD.
2	JAYCEE PARK 2706 MAGNOLIA DR.
3	LAGANA PARK 1322 YUPON ST.
4	MAC MCGAFFEY HIGHLAND BAYOU PARK 1991 GETTY RD.
5	MAHAN PARK 2701 WOODLAWN ST.
6	MARTIN LUTHER KING, JR. MEMORIAL PARK 416 APRICOT ST.
7	SALTGRASS SUBDIVISION PARK 750 SALTGRASS POINT RD.
8	WALTER FEIGLE PARK 1009 BAYOU RD.
9	WESTLAWN PARK 3010 MELODY DR.
CITY COUNCIL DISTRICT LEGEND:	
	DISTRICT "A"
	DISTRICT "B"
	DISTRICT "C"
	DISTRICT "D"

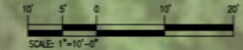
OVERALL MAP
LA MARQUE, TX.



BAYOU RD.



BAYOU CITY PARK SITE PLAN



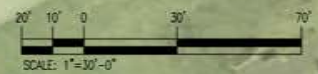
SITE PLAN KEYED NOTES:		SITE PLAN LEGEND:	
A	SMALL PICNIC AREA		COVERED BENCH
B	PUBLIC ADA ACCESSIBLE ROUTE		REINF. CONCRETE WALK
C	PLAYGROUND W/ ACCESSIBLE GROUND COVER		TRASH RECEPTACLE: *(TRASH CANS INCLUDED AT PICNIC AREAS)
D	BASKETBALL SHOOTING COURT	(REFER TO COST ESTIMATE DESCRIPTIONS FOR ITEMS INCLUDED WITH PICNIC AREAS, COVERED SHELTERS)	
E	OPEN PLAY AREA (SWINGS, ETC.)		
F	DRINKING FOUNTAIN / TRASH RECEPTACLE		
G	SITE LIGHTING, TYPICAL		



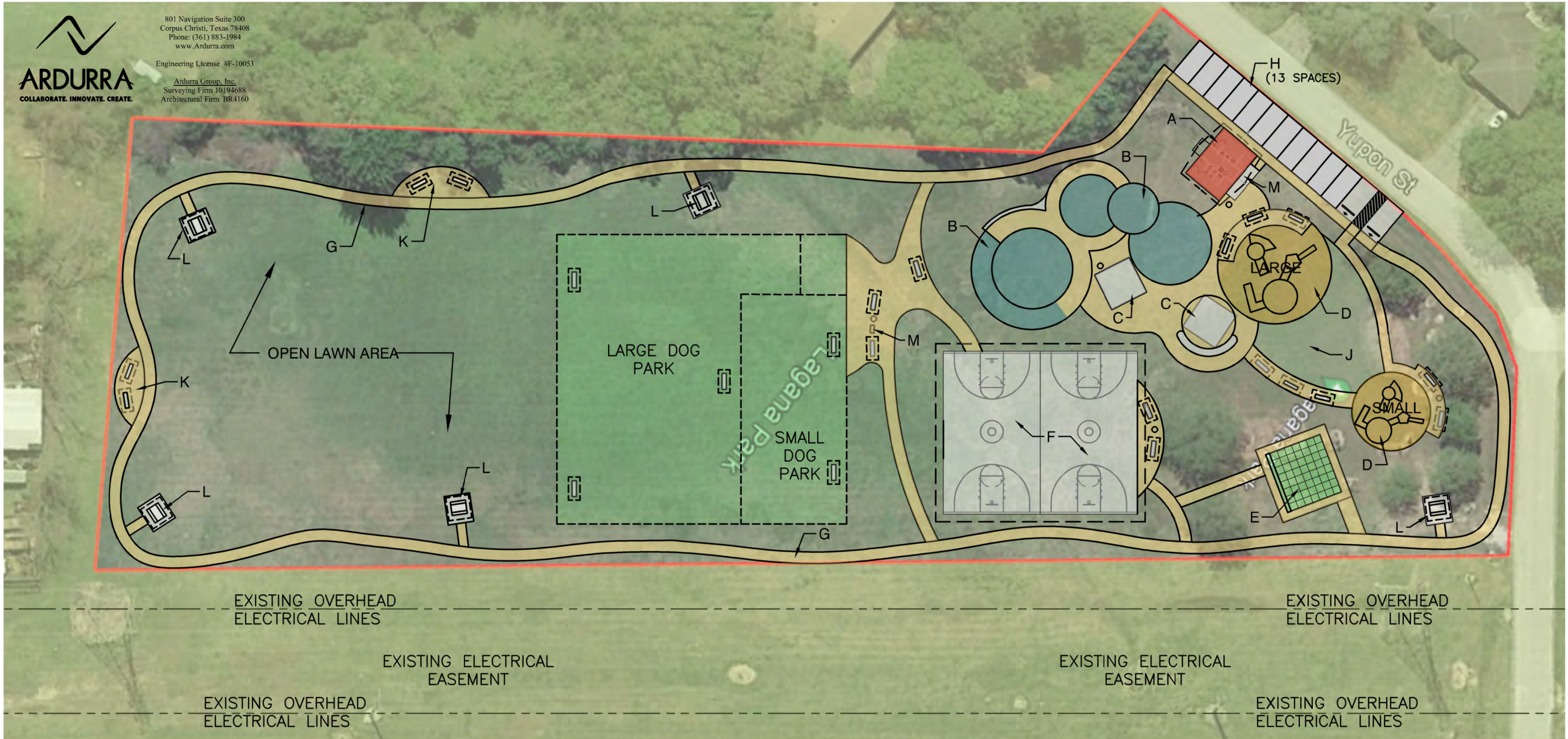
SITE PLAN LEGEND:

-  COVERED BENCH
-  REINF. CONCRETE WALK
-  TRASH RECEPTACLE:
*TRASH CANS INCLUDED AT PICNIC AREAS.
PET WASTE STATION AT DOG PARK.

JAYCEE PARK SITE PLAN



SITE PLAN KEYED NOTES:	
A	NEW ALUMINUM BLEACHERS
B	0.18 MILE WALKING TRAIL
C	NEW BOLLARDS
D	NEW SMALL PLAYGROUND W/ ACCESSIBLE GROUND COVER
E	FITNESS EQUIPMENT STATION
F	BASKETBALL SHOOTING COURT
G	NEW REMOVABLE BOLLARDS FOR VEHICLE ACCESS
H	NEW CRUSHED LIMESTONE ON-SITE PARKING AREA & ACCESS ROAD
J	PUBLIC ADA ACCESSIBLE ACCESS
K	NEW SITE LIGHTING, TYPICAL
L	NEW "U8" YOUTH SIZE SOCCER FIELD
M	NEW FENCE
N	DOG PARK
P	ADA ACCESSIBLE DRINKING FOUNTAINS, "W" DOG BOWL, FILLING STATION AT DOG PARK AREA
Q	ACCESSIBLE ADA PARKING SPACES



SITE PLAN LEGEND:

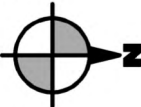
 COVERED BENCH

 REINF. CONCRETE WALK

 TRASH RECEPTACLE:
*TRASH CANS INCLUDED AT PICNIC AREAS.
PET WASTE STATION AT DOG PARK.

LAGANA PARK

SITE PLAN



40' 20' 0 60' 140'

SCALE: 1"=60'-0"

SITE PLAN KEYED NOTES:			
A	NEW ADA ACCESSIBLE RESTROOMS	H	PARKING AREA W/ ADA ACCESSIBLE SPACES
B	SPLASHPAD	J	OPEN PLAY AREA (SWINGS, ETC.)
C	COVERED SHELTER	K	SITTING / MEDITATION AREA
D	PLAYGROUND W/ ACCESSIBLE GROUND COVER	L	COVERED SMALL PICNIC AREA.
E	"NATIONAL FITNESS CAMPAIGN" FITNESS COURT	M	ADA ACCESSIBLE DRINKING FOUNTAINS.
F	PAVILION COVERED FULL BASKETBALL COURTS		*W/ DOG BOWL FILLING STATION AT DOG
G	0.33 MILE WALKING TRAIL		PARK AREA.

(REFER TO COST ESTIMATE DESCRIPTIONS FOR ITEMS INCLUDED WITH PICNIC AREAS & COVERED SHELTERS



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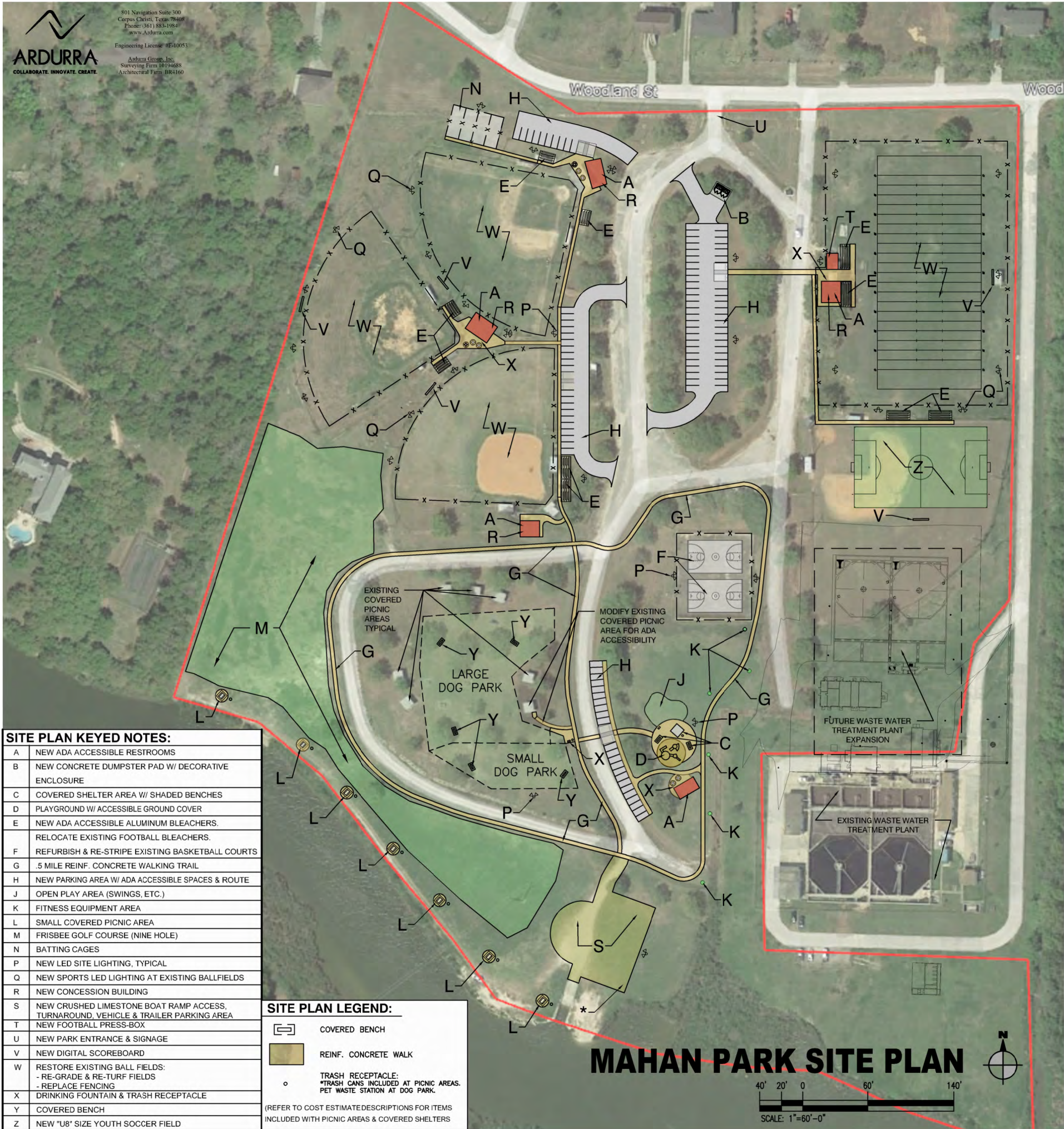
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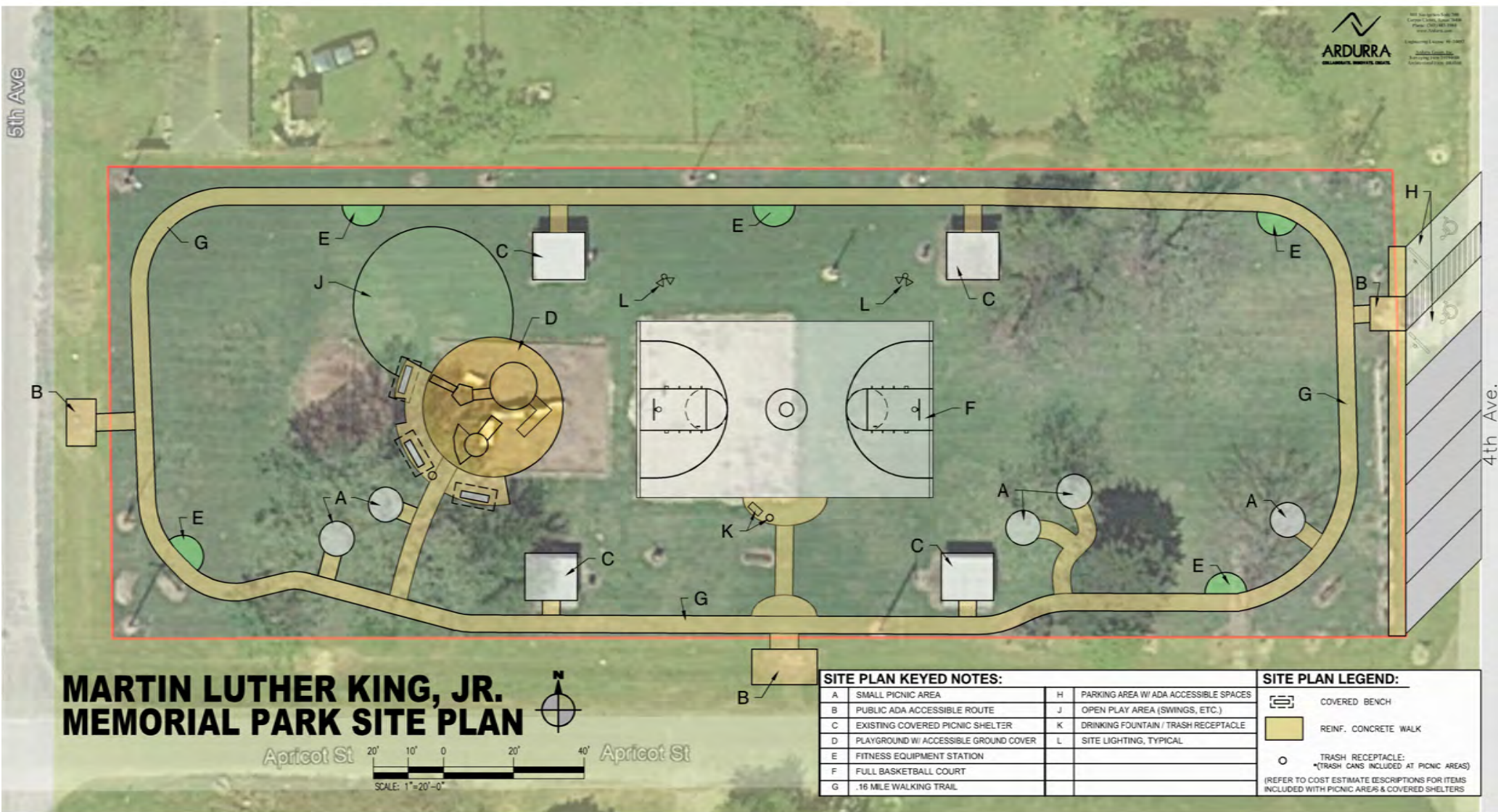
Engineering License: EF-10853
Ardu Group, Inc.
Surveying Firm 16184658
Architectural Firm 1684160

**MAC MCGAFFEY HIGHLAND BAYOU PARK
PARTIAL SITE PLAN 02**



SITE PLAN KEYED NOTES:			
A	NEW PAVILION W/ ADA ACCESSIBLE RESTROOMS	N	RE-TOP & RE-STRIPE EXISTING PARKING AREA
B	NEW CONCRETE DUMPSTERPAD W/ DECORATIVE ENCLOSURE	P	NEW LED SITE LIGHTING, TYPICAL
C	COVERED SHELTER	Q	NEW ASPHALT PARKING AREA
D	PLAYGROUND W/ ACCESSIBLE GROUND COVER	R	ADA ACCESSIBLE ROUTE TO EXISTING BIRD SANCTUARY OBSERVATION DECK
E	NEW SHORELINE EROSION CONTROL	S	NEW ADA ACCESSIBLE ROUTE TO EXISTING DOCK AREA
F	REFURBISH & RE-STRIPE EXISTING BASKETBALL COURT	T	REFURBISH & RE-STRIPE EXISTING TENNIS COURTS
G	1.0 MILE REINF. CONCRETE WALKING TRAIL	U	NEW CRUSHED LIMESTONE PARKING & FESTIVAL AREA
H	NEW ADA ACCESSIBLE SPACES & ROUTE	V	EXISTING CONCRETE SIDEWALK
J	OPEN PLAY AREA (SWINGS, ETC.)	W	NEW "MAC MCGAFFEY MEMORIAL PLAZA"
K	COVERED PICNIC AREA	X	NEW PARK ENTRANCE WITH GATE & SIGNAGE
L	FITNESS EQUIPMENT AREA	Y	DRINKING FOUNTAIN & TRASH RECEPTACLE
M	NEW CRUSHED LIMESTONE PARKING AREA		



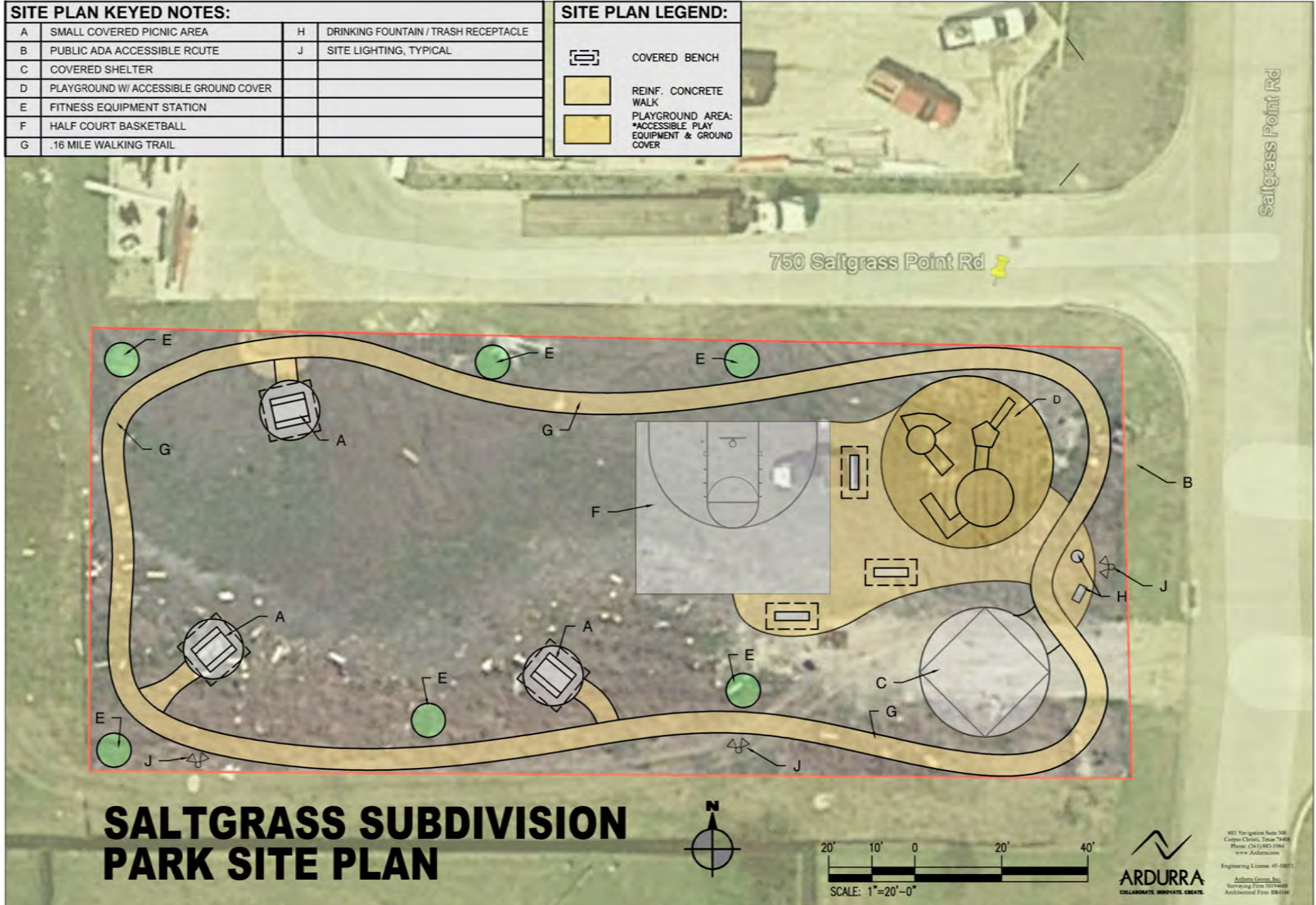


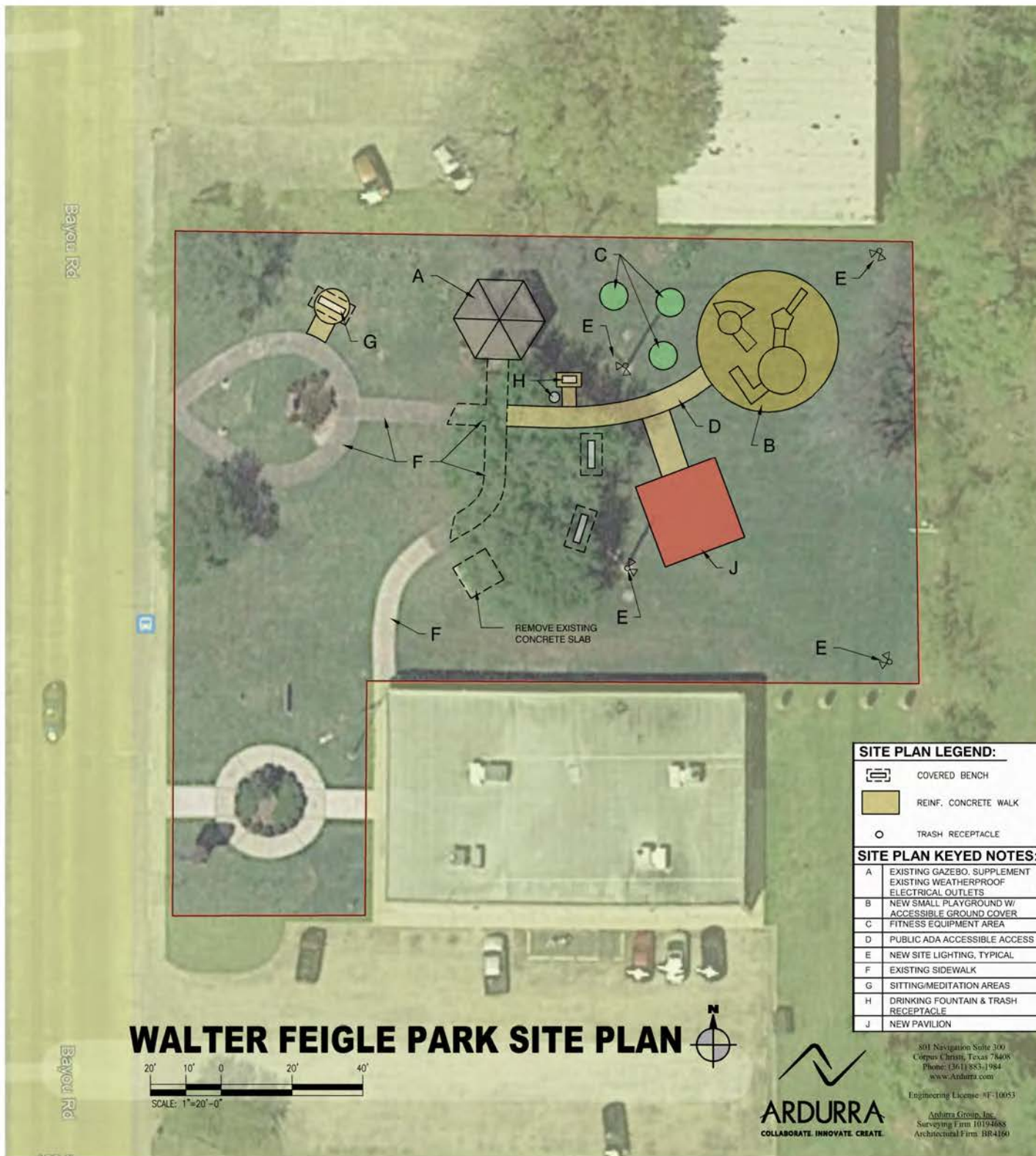
SITE PLAN KEYED NOTES:

A	SMALL COVERED PICNIC AREA	H	DRINKING FOUNTAIN / TRASH RECEPTACLE
B	PUBLIC ADA ACCESSIBLE ROUTE	J	SITE LIGHTING, TYPICAL
C	COVERED SHELTER		
D	PLAYGROUND W/ ACCESSIBLE GROUND COVER		
E	FITNESS EQUIPMENT STATION		
F	HALF COURT BASKETBALL		
G	.16 MILE WALKING TRAIL		

SITE PLAN LEGEND:

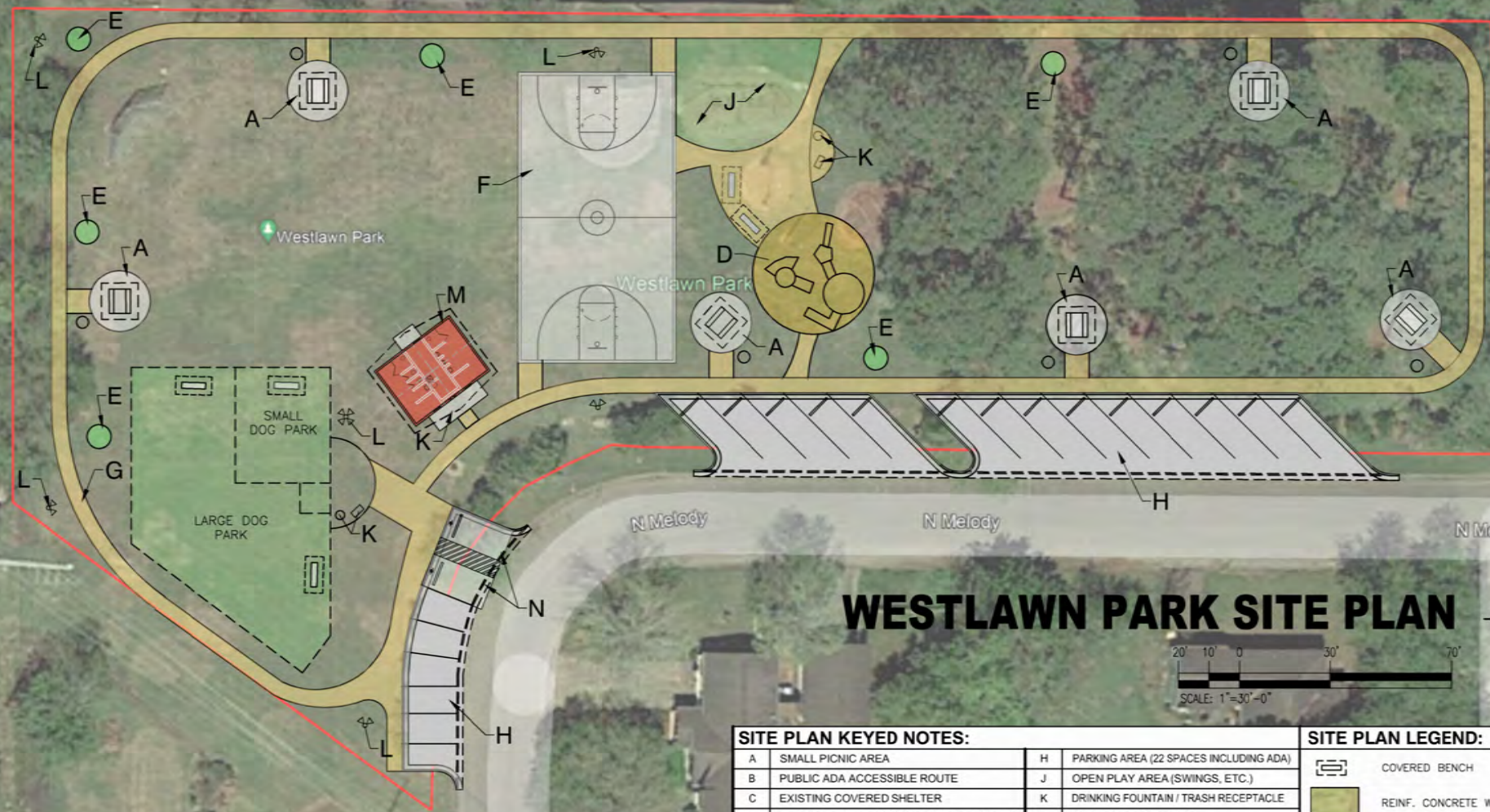
	COVERED BENCH
	REINF. CONCRETE WALK
	PLAYGROUND AREA: *ACCESSIBLE PLAY EQUIPMENT & GROUND COVER



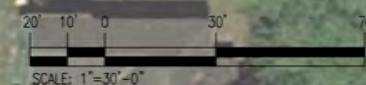


SITE PLAN LEGEND:	
	COVERED BENCH
	REINF. CONCRETE WALK
	TRASH RECEPTACLE
SITE PLAN KEYED NOTES:	
A	EXISTING GAZEBO. SUPPLEMENT EXISTING WEATHERPROOF ELECTRICAL OUTLETS
B	NEW SMALL PLAYGROUND W/ ACCESSIBLE GROUND COVER
C	FITNESS EQUIPMENT AREA
D	PUBLIC ADA ACCESSIBLE ACCESS
E	NEW SITE LIGHTING, TYPICAL
F	EXISTING SIDEWALK
G	SITTING/MEDITATION AREAS
H	DRINKING FOUNTAIN & TRASH RECEPTACLE
J	NEW PAVILION


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WESTLAWN PARK SITE PLAN



SITE PLAN KEYED NOTES:

A	SMALL PICNIC AREA	H	PARKING AREA (22 SPACES INCLUDING ADA)
B	PUBLIC ADA ACCESSIBLE ROUTE	J	OPEN PLAY AREA (SWINGS, ETC.)
C	EXISTING COVERED SHELTER	K	DRINKING FOUNTAIN / TRASH RECEPTACLE
D	PLAYGROUND W/ ACCESSIBLE GROUND COVER	L	SITE LIGHTING, TYPICAL
E	FITNESS EQUIPMENT STATION	M	NEW ADA ACCESSIBLE RESTROOMS
F	FULL BASKETBALL COURT	N	ADA ACCESSIBLE PARKING SPACES
G	25 MILE WALKING TRAIL		

SITE PLAN LEGEND:

	COVERED BENCH
	REINF. CONCRETE WALK
	TRASH RECEPTACLE: *(TRASH CANS INCLUDED AT PICNIC AREAS. PET WASTE STATION AT DOG PARK.)
(REFER TO COST ESTIMATE (DESCRIPTIONS FOR ITEMS INCLUDED WITH PICNIC AREAS & COVERED SHELTERS	

Estimated Cost: Bayou City Park

	Recommended Improvements	Quantity	Units	Unit Cost	Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment (Small)	1.00	LS	\$ 30,000.00	\$ 30,000.00	\$2,000.00
2	Playground surfacing (synthetic, ada accessible)	750.00	SF	\$ 15.00	\$ 11,250.00	\$250.00
3	ADA accessibility to park amenities (walk)	1,625.00	SF	\$ 9.50	\$ 15,437.50	\$600.00
4	Bench	3.00	EA	\$ 1,000.00	\$ 3,000.00	\$100.00
5	Covered Seating Structure	3.00	EA	\$ 5,700.00	\$ 17,100.00	\$700.00
6	Fencing	370.00	LF	\$ 15.00	\$ 5,550.00	\$300.00
7	Demolish existing Basketball Court	1.00	LS	\$ 1,500.00	\$ 1,500.00	
8	Basketball Court (Shooting Court)	1.00	LS	\$ 11,000.00	\$ 11,000.00	\$350.00
9	Small Picnic areas	1.00	EA	\$ 17,600.00	\$ 17,600.00	\$800.00
10	Signage	1.00	LS	\$ 3,000.00	\$ 3,000.00	
11	Amenities (trash cans/water fountains/bike racks/pet waste station)	1.00	LS	\$ 12,000.00	\$ 12,000.00	\$500.00
12	Site Survey	1.00	LS	\$ 2,000.00	\$ 2,000.00	
	TOTAL:				\$ 129,437.50	\$5,600.00

Estimated Cost: Jaycee Park

	Recommended Improvements	Quantity	Units	Unit Cost	Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$3,500.00
2	Playground surfacing (synthetic ada accessible)	1,300.00	SF	\$ 15.00	\$ 19,500.00	\$400.00
3	New bollards	37.00	EA	\$ 500.00	\$ 18,500.00	
4	Fitness Equipment	1.00	LS	\$ 22,000.00	\$ 22,000.00	\$1,100.00
5	Bench	4.00	EA	\$ 1,000.00	\$ 4,000.00	\$100.00
6	Covered Seating Structure	4.00	EA	\$ 5,700.00	\$ 22,800.00	\$700.00
7	Aluminum bleachers (15'L 40 seat capacity)	2.00	EA	\$ 2,500.00	\$ 5,000.00	\$250.00
8	Signage	1.00	LS	\$ 3,000.00	\$ 3,000.00	
9	Basketball Shooting court	1.00	LS	\$ 11,000.00	\$ 11,000.00	\$350.00
10	New Medium size Soccer Field (U8)	1.00	LS	\$ 95,000.00	\$ 95,000.00	\$10,000.00
11	Site LED Lighting (fixture, 30' pole, conc. Pedestal)	6.00	EA	\$ 7,500.00	\$ 45,000.00	\$1,500.00
12	0.18 mile Walking Trail (Reinf. Concrete)	4,935.00	SF	\$ 11.00	\$ 54,285.00	\$1,500.00
13	ADA accessible route (walks)	1,700.00	SF	\$ 9.50	\$ 16,150.00	\$500.00
14	Dog Park (w/ drinking fountain & pet waste station)	1.00	LS	\$ 34,000.00	\$ 34,000.00	\$3,000.00
15	Site Survey	1.00	LS	\$ 4,000.00	\$ 4,000.00	
16	Grading	3,250.00	LF	\$ 1.50	\$ 4,875.00	
17	Fencing	225.00	LF	\$ 15.00	\$ 3,375.00	\$200.00
18	Ada Parking (2 spaces & access aisle, reinf. concrete)	1.00	EA	\$ 7,400.00	\$ 7,400.00	\$100.00
19	Crushed Limestone parking	350.00	CY	\$ 65.00	\$ 22,750.00	\$800.00
20	Site accessories (Trash cans, drinking fountain, bike rack, pet waste stations)	1.00	LS	\$ 12,000.00	\$ 12,000.00	\$500.00
	TOTAL:				\$ 449,635.00	\$24,500.00

Estimated Cost: Lagana Park

	Recommended Improvements	Quantity	Units	Unit Cost	Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment (Large)	1.00	LS	\$ 68,500.00	\$ 68,500.00	\$7,000.00
2	Playground Equipment (Small)	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$3,500.00
3	Playground surfacing (synthetic, ada accessible)	3,600.00	SF	\$ 15.00	\$ 54,000.00	\$1,100.00
4	Open Area Play (Surfacing w/ swings)	1.00	LS	\$ 48,500.00	\$ 48,500.00	\$1,000.00
5	Splash pad (approx. 125' x 85')	1.00	LS	\$ 480,500.00	\$ 480,500.00	\$75,000.00
6	National Fitness Campaign "Fitness Court"	1.00	LS	\$ 120,000.00	\$ 120,000.00	\$3,600.00
7	Restrooms	1.00	LS	\$ 350,000.00	\$ 350,000.00	\$10,500.00
8	Covered Structures (20'x20')	2.00	EA	\$ 32,000.00	\$ 64,000.00	\$2,500.00
9	Parking (11 spaces, Asphalt w/ base material)	2,400.00	SF	\$ 6.00	\$ 14,400.00	\$1,800.00
10	ADA Parking (2 spaces, reinf. concrete)	1.00	EA	\$ 7,400.00	\$ 7,400.00	
11	Basketball Full Court	2.00	EA	\$ 45,000.00	\$ 90,000.00	\$2,700.00
12	Double Basketball Court Covered Pavilion	1.00	LS	\$ 475,000.00	\$ 475,000.00	\$11,000.00
13	.33 mile Walking Trail	10,650.00	SF	\$ 11.00	\$ 117,150.00	\$2,500.00
14	Site LED lighting (fixt., 30' pole, conc. Pedestal	10.00	LS	\$ 7,500.00	\$ 75,000.00	\$2,500.00
15	Site accessories (Trash Receptacles, bike racks, pet waste stations)	1.00	LS	\$ 8,000.00	\$ 8,000.00	\$800.00
16	Signage	1.00	LS	\$ 4,000.00	\$ 4,000.00	\$300.00
17	Small picnic areas	5.00	EA	\$ 17,600.00	\$ 88,000.00	\$4,000.00
18	Benches	12.00	EA	\$ 1,000.00	\$ 12,000.00	\$400.00
19	Covered sitting area	12.00	EA	\$ 5,700.00	\$ 68,400.00	\$4,000.00
20	Ada access to park amenities (walks)	9,545.00	SF	\$ 9.50	\$ 90,677.50	\$3,000.00
21	Site Survey	1.00	LS	\$ 5,000.00	\$ 5,000.00	
	TOTAL:				\$ 2,285,527.50	\$137,200.00

Estimated Cost: Mac McGaffey Highland Bayou Park

	Recommended Improvements	Quantity	Units	Unit Cost	Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment (Large)	1.00	LS	\$ 68,500.00	\$ 68,500.00	\$7,000.00
2	Playground Equipment (Small)	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$3,500.00
3	Playground surfacing (synthetic ada accessible)	2,400.00	SF	\$ 15.00	\$ 36,000.00	\$800.00
4	Open Play Area (Surfacing & swings)	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$1,000.00
5	Fitness Equipment	1.00	LS	\$ 22,500.00	\$ 22,500.00	\$1,100.00
6	Bench	10.00	EA	\$ 1,000.00	\$ 10,000.00	\$450.00
7	Covered sitting area structures	10.00	EA	\$ 5,700.00	\$ 57,000.00	\$2,100.00
8	Dog Park (w/ drinking fountain & pet waste station)	1.00	LS	\$ 34,000.00	\$ 34,000.00	\$3,000.00
9	1.0 mile Walking Trail (Reinf. Concrete)	31,680.00	SF	\$ 11.00	\$ 348,480.00	\$7,500.00
10	ADA accessibility to park amenities (walks)	7,700.00	SF	\$ 9.50	\$ 73,150.00	\$1,500.00
11	Demolish existing restroom building/pavilion	1.00	LS	\$ 10,000.00	\$ 10,000.00	
12	New Restroom/Concession Building	3,500.00	SF	\$ 250.00	\$ 875,000.00	\$5,250.00
13	New Memorial Pavilion	9,100.00	SF	\$ 9.50	\$ 86,450.00	\$2,500.00
14	New Memorial Pavilion Shade Structure	2,600.00	SF	\$ 75.00	\$ 195,000.00	\$3,000.00
15	Frisbee Golf (nine hole course)	9.00	EA	\$ 650.00	\$ 5,850.00	\$500.00
16	Covered Performance Stage	1.00	LS	\$ 200,000.00	\$ 200,000.00	\$10,000.00
17	Amphitheater (conc. Stage, benches & paving)	1.00	LS	\$ 150,000.00	\$ 150,000.00	\$2,500.00
18	Amphitheater (grass covered berms)	3,470.00	CY	\$ 75.00	\$ 260,250.00	\$5,000.00
19	Ada Parking (2 spaces & access aisle, reinf. concrete)	6.00	EA	\$ 7,400.00	\$ 44,400.00	\$500.00
20	New Parking Area (40 spaces, asphalt w/ base material + 2 ada spaces)	8,960.00	SF	\$ 6.00	\$ 53,760.00	\$2,500.00
21	Site amenities (drinking fountains, trash cans, BBQ grilles, pet waste stations)	1.00	LS	\$ 22,500.00	\$ 22,500.00	\$1,500.00
22	Update & replace Signage	1.00	LS	\$ 8,000.00	\$ 8,000.00	\$400.00

Estimated Cost: Mac McGaffey Highland Bayou Park

23	Crushed Limestone festival parking	2,855.00	CY	\$ 65.00	\$ 185,575.00	\$5,000.00
24	New covered picnic area	11.00	EA	\$ 17,600.00	\$ 193,600.00	\$8,000.00
25	Crushed Limestone overflow parking	2,490.00	CY	\$ 65.00	\$ 161,850.00	\$7,000.00
26	Crushed Limestone backstage access drive & bus parking	600.00	CY	\$ 65.00	\$ 39,000.00	\$7,000.00
27	Existing Picnic Area ada accessibility (replace picnic table, walk, etc.)	2.00	EA	\$ 10,000.00	\$ 20,000.00	\$600.00
28	Existing Tennis Courts (Resurface & equipment replacement, add Pickleball court lines)	2.00	EA	\$ 15,000.00	\$ 30,000.00	\$4,000.00
29	Site LED Lighting (fixture, 30' pole, conc. Pedestal)	41.00	EA	\$ 7,500.00	\$ 307,500.00	\$7,000.00
30	Existing Basketball Courts (Renovate & Replace equipment)	2.00	EA	\$ 8,000.00	\$ 16,000.00	\$2,400.00
31	New Ada accessible aluminum bleachers (24'L 65 person capacity)	2.00	EA	\$ 5,000.00	\$ 10,000.00	\$500.00
32	Re-top & re-stripe existing asphalt parking area	4,000.00	SY	\$ 3.50	\$ 14,000.00	\$1,500.00
33	Salt Lake Shoreline Erosion Control: Rip-rap	1,000.00	CY	\$ 500.00	\$ 500,000.00	\$12,000.00
34	New Landscaping at new Memorial Pavilion	1.00	LS	\$ 25,000.00	\$ 25,000.00	\$1,500.00
	TOTAL:				\$ 4,153,365.00	\$118,100.00
35	Salt Lake Shoreline Erosion Control:Concrete Cap w/ Sheetpiling Bulkhead in lieu of rip-rap	2,670.00	LF	\$ 1,250.00	\$ 3,337,500.00	

Estimated Cost: Mahan Park

	Recommended Improvements	Quantity	Units	Unit Cost	Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment (Large)	1.00	LS	\$ 68,500.00	\$ 68,500.00	\$7,000.00
2	Playground surfacing (synthetic ada accessible)	2,100.00	SF	\$ 15.00	\$ 31,500.00	\$700.00
3	Open Play Area (Surfacing w/ swings)	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$800.00
4	Fitness Equipment	1.00	LS	\$ 22,000.00	\$ 22,000.00	\$1,100.00
5	Bench	12.00	EA	\$ 1,000.00	\$ 12,000.00	\$360.00
6	Covered sitting area	12.00	EA	\$ 5,700.00	\$ 68,400.00	\$2,250.00
7	Dog Park (w/ drinking fountain & pet waste station)	1.00	LF	\$ 34,000.00	\$ 34,000.00	\$3,000.00
8	.5 mile Walking Trail (reinf. Concrete)	16,360.00	SF	\$ 11.00	\$ 179,960.00	\$4,500.00
9	Batting cage	1.00	LS	\$ 15,000.00	\$ 15,000.00	\$1,500.00
10	Demolish existing Restrooms	1.00	LS	\$ 5,000.00	\$ 5,000.00	
11	Restrooms	1.00	LS	\$ 250,000.00	\$ 250,000.00	\$4,500.00
12	Frisbee Golf (nine hole course)	9.00	EA	\$ 650.00	\$ 5,850.00	\$500.00
13	Restroom/Concession Building	4.00	LS	\$ 350,000.00	\$ 1,400,000.00	\$15,000.00
14	Parking Area #1 (51 spaces, asphalt w/ base material + 2 ada spaces)	22,500.00	SF	\$ 6.00	\$ 135,000.00	\$15,000.00
15	Parking Area #2 (10 spaces, asphalt w/ base material + 2 ada spaces)	6,550.00	SF	\$ 6.00	\$ 39,300.00	\$4,500.00
16	Parking Area #3 (20 spaces, asphalt w/ base material + 2 ada spaces)	13,000.00	SF	\$ 6.00	\$ 78,000.00	\$9,500.00
17	Parking Area #4 (23 spaces, asphalt w/ base material + 2 ada spaces)	4,600.00	SF	\$ 6.00	\$ 27,600.00	\$3,200.00
18	Ada Parking (2 spaces & access aisle, reinf. Concrete)	4.00	EA	\$ 7,400.00	\$ 29,600.00	\$400.00
19	Site amenities (drinking fountains, trash cans, bike racks, pet waste stations)	1.00	LS	\$ 23,000.00	\$ 23,000.00	\$2,300.00
20	Update & replace Signage	1.00	LS	\$ 5,000.00	\$ 5,000.00	\$500.00
21	Replace Football Press box (pre-fabricated modular)	1.00	LS	\$ 60,000.00	\$ 60,000.00	\$1,500.00

Estimated Cost: Mahan Park

22	New Scoreboard	5.00	EA	\$ 10,000.00	\$ 50,000.00	\$1,500.00
23	Existing Baseball Field Restoration: (re-grade infield & re-seed turf, replace fencing, replace dug-outs)	3.00	EA	\$ 125,000.00	\$ 375,000.00	\$40,000.00
24	Existing Football Field Restoration: (re-grade field & re-seed turf, replace fencing, field goal safety padding, etc.)	1.00	EA	\$ 130,000.00	\$ 130,000.00	\$10,000.00
25	Existing covered Picnic Area renovation (replace picnic table, trash can, BBQ grill, repair shelter)	6.00	EA	\$ 10,000.00	\$ 60,000.00	\$1,500.00
26	Covered picnic area	7.00	EA	\$ 17,600.00	\$ 123,200.00	\$4,000.00
27	New conc. Dumpster pad w/ decorative enclosure	1.00	LS	\$ 12,000.00	\$ 12,000.00	\$250.00
28	Site LED Lighting (fixture, 30' pole, conc. Pedestal)	12.00	EA	\$ 7,500.00	\$ 90,000.00	\$3,000.00
29	Existing Basketball Courts (Renovate & Replace equipment)	2.00	EA	\$ 8,000.00	\$ 16,000.00	\$2,400.00
30	New monumental entry w/ signage	1.00	LS	\$ 15,000.00	\$ 15,000.00	\$900.00
31	Replace sports field lighting (LED)	5.00	EA	\$ 55,000.00	\$ 275,000.00	\$10,000.00
32	Crushed limestone boat ramp vehicle & trailer parking & turnaround	290.00	CY	\$ 80.00	\$ 23,200.00	\$1,500.00
33	ADA Accessiblity to park amenities (walks)	13,000.00	SF	\$ 9.50	\$ 123,500.00	\$3,250.00
34	Covered 16'x16' shelter area at playgrounds	1.00	LS	\$ 26,000.00	\$ 26,000.00	\$1,500.00
35	New Ada accessible aluminum bleachers (24'L 65 person capacity)	8.00	EA	\$ 5,000.00	\$ 40,000.00	\$1,000.00
36	Relocate existing football field bleachers to minimize ada routes	2.00	EA	\$ 2,000.00	\$ 4,000.00	\$250.00
37	New Medium size Soccer Field (U8)	1.00	LS	\$ 95,000.00	\$ 95,000.00	\$10,000.00
38	Site Survey	1.00	LS	\$ 6,000.00	\$ 6,000.00	
	TOTAL:				\$ 3,998,610.00	\$169,160.00

Estimated Cost: Martin Luther King, Jr. Park

	Recommended Improvements	Quantity	Units	Unit Cost	Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$3,500.00
2	Playground surfacing	1,300.00	SF	\$ 15.00	\$ 19,500.00	\$400.00
3	ADA accessibility to park amenities (walks)	1,200.00	SF	\$ 9.50	\$ 11,400.00	\$300.00
4	Fitness Equipment	1.00	LS	\$ 19,000.00	\$ 19,000.00	\$800.00
5	Benches	8.00	EA	\$ 1,000.00	\$ 8,000.00	\$300.00
6	Covered Seating Structure	3.00	EA	\$ 5,700.00	\$ 17,100.00	\$700.00
7	Amenities (trash cans/water fountains/bike racks/pet waste stations)	1.00	LS	\$ 12,000.00	\$ 12,000.00	\$500.00
8	Basketball Court (Half)	1.00	LS	\$ 19,600.00	\$ 19,600.00	\$2,700.00
9	Signage	1.00	LS	\$ 3,000.00	\$ 3,000.00	\$300.00
10	.16 mile Walking Trail	5,190.00	SF	\$ 11.00	\$ 57,090.00	\$1,300.00
11	Parking (5 spaces, asphalt w/ base material)	1,600.00	SF	\$ 6.00	\$ 9,600.00	\$900.00
12	ADA Parking (2 spaces, reinf. Concrete)	1.00	LS	\$ 7,400.00	\$ 7,400.00	
13	Site LED lighting (fixt., 30' pole, conc. Pedestal)	2.00	EA	\$ 7,500.00	\$ 15,000.00	\$500.00
14	Existing picnic area shelter replacement	4.00	EA	\$ 10,000.00	\$ 40,000.00	\$1,200.00
15	Replace existing picnic tables, trash cans, & BBQ grilles	4.00	EA	\$ 3,550.00	\$ 14,200.00	\$1,200.00
16	Site Survey	1.00	LS	\$ 3,500.00	\$ 3,500.00	
	TOTAL:				\$ 301,390.00	\$14,600.00

Estimated Cost: Saltgrass Subdivision Park

	Recommended Improvements	Quantity	Units	Unit Cost		Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment	1.00	LS	\$ 45,000.00		\$ 45,000.00	\$3,500.00
2	Playground surfacing (synthetic ada ccessible)	1,300.00	SF	\$ 15.00		\$ 19,500.00	\$400.00
3	ADA accessibility to park amenities (Reinf. Conc.)	1,350.00	SF	\$ 9.50		\$ 12,825.00	\$350.00
4	Fitness Equipment	1.00	LS	\$ 22,500.00		\$ 22,500.00	\$1,100.00
5	Benches	3.00	EA	\$ 1,000.00		\$ 3,000.00	\$100.00
6	Covered Seating Structure	3.00	EA	\$ 5,700.00		\$ 17,100.00	\$700.00
7	.16 Mile Walking Trail (reinf. Concrete)	3,100.00	SF	\$ 11.00		\$ 34,100.00	\$800.00
8	Grading	7,000.00	SF	\$ 1.50		\$ 10,500.00	
9	Basketball Court (Half Court)	1.00	EA	\$ 19,600.00		\$ 19,600.00	\$1,200.00
10	Signage	1.00	LS	\$ 3,000.00		\$ 3,000.00	\$300.00
11	Amenities (trash cans/water fountain,bike rack, pet waste stations)	1.00	LS	\$ 10,000.00		\$ 10,000.00	\$1,000.00
12	Site Lighting (LED Fixture, 30' pole, conc. Pedestal)	3.00	EA	\$ 7,500.00		\$ 22,500.00	\$800.00
13	Covered picnic areas	3.00	EA	\$ 17,600.00		\$ 52,800.00	\$2,800.00
14	Covered shelter (20'x20')	1.00	EA	\$ 32,000.00		\$ 32,000.00	\$1,500.00
15	Site Survey	1.00	LS	\$ 2,500.00		\$ 2,500.00	
	TOTAL:					\$ 306,925.00	\$14,550.00

Estimated Cost: Walter Feigle Park

	Recommended Improvements	Quantity	Units	Unit Cost	Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$3,500.00
2	Playground surfacing	1,300.00	SF	\$ 15.00	\$ 19,500.00	\$400.00
3	ADA accessibility to park amenities (walks)	750.00	SF	\$ 9.50	\$ 7,125.00	\$250.00
4	Fitness Equipment	1.00	LS	\$ 10,250.00	\$ 10,250.00	\$500.00
5	Bench	3.00	EA	\$ 1,000.00	\$ 3,000.00	\$150.00
6	Covered Seating Structure	3.00	EA	\$ 5,700.00	\$ 17,100.00	\$1,000.00
7	Demolish existing concrete slab	1.00	LS	\$ 1,500.00	\$ 1,500.00	
8	New Pavilion	1.00	LS	\$ 35,000.00	\$ 35,000.00	\$1,500.00
9	Amenities (trash cans/water fountain/pet waste stations)	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$1,000.00
10	Renovate & additional electrical at existing gazebo	1.00	LS	\$ 8,000.00	\$ 8,000.00	\$350.00
11	Signage	1.00	LS	\$ 2,000.00	\$ 2,000.00	\$250.00
12	Site LED lighting (fixture, 30' pole, conc. pedestal)	4.00	EA	\$ 7,500.00	\$ 30,000.00	\$1,000.00
13	Site Survey	1.00	LS	\$ 1,500.00	\$ 1,500.00	
	TOTAL:				\$ 189,975.00	\$9,900.00

Estimated Cost: Westlawn Park

	Recommended Improvements	Quantity	Units	Unit Cost	Total Estimated Cost	Estimated Annual Maintenance Cost
1	Playground Equipment	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$3,500.00
2	Playground surfacing (synthetic, ada accessible)	1,300.00	SF	\$ 15.00	\$ 19,500.00	\$400.00
3	Fitness Equipment	1.00	LS	\$ 22,500.00	\$ 22,500.00	\$1,100.00
4	Covered Picnic Area	6.00	EA	\$ 17,600.00	\$ 105,600.00	\$5,600.00
5	Benches	5.00	EA	\$ 1,000.00	\$ 5,000.00	\$250.00
6	Covered bench Area	5.00	EA	\$ 5,700.00	\$ 28,500.00	\$1,500.00
7	Ada accessibility to park amenities (reinf. Concrete)	2,750.00	SF	\$ 9.50	\$ 26,125.00	\$750.00
8	Parking (20 spaces, asphalt w/ base material)	6,000.00	SF	\$ 6.00	\$ 36,000.00	\$1,500.00
6	Concrete Curb & Gutter	500.00	LF	\$ 60.00	\$ 30,000.00	\$500.00
9	Ada Parking (2 spaces & access aisle, reinf. Concrete)	1.00	LS	\$ 7,400.00	\$ 7,400.00	
10	Restroom Building	1.00	LS	\$ 350,000.00	\$ 350,000.00	\$10,500.00
10	.25 mile Walking trail	7,560.00	SF	\$ 11.00	\$ 83,160.00	\$2,000.00
11	Basketball Court (New Full Court)	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$2,700.00
12	Dog Park (w/ drinking fountain & pet waste station)	1.00	LS	\$ 34,000.00	\$ 34,000.00	\$3,000.00
13	Site LED Lighting (fixt., 30' pole, conc. pedestal)	6.00	EA	\$ 7,500.00	\$ 45,000.00	\$1,500.00
14	Update & replace Signage	1.00	LS	\$ 3,000.00	\$ 3,000.00	\$300.00
15	Remove existing Foliage along Residential fence	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$600.00
16	Site amenities (drinking fountain, trash can, bike rack, pet waste stations)	1.00	LS	\$ 12,000.00	\$ 12,000.00	\$500.00
10	Site Survey	1.00	LS	\$ 3,500.00	\$ 3,500.00	
	TOTAL:				\$ 911,285.00	\$36,200.00

Cost Estimate “Unit” Descriptions:

1. Covered Picnic Area:

Covered picnic areas, considered as a complete assembly unit, include:

1. picnic table
2. 16'x16' reinforced concrete pad with shelter
3. trash receptacle
4. BBQ grille
5. Lighting & electrical outlet
6. 20' x 6' concrete walk

2. Covered Sitting Area:

Covered sitting areas, considered as a complete assembly unit, include:

1. 8'x12' reinforced concrete pad with shelter

3. Basketball Courts:

Basketball Shooting Court:

1. Approximately 800 sqft. reinforced concrete court with painted markings.
2. One goal post, backstop, rim and net.

Basketball Half-Court:

1. Approximately 45'x45' reinforced concrete court with painted markings.
2. One goal post, backstop, rim and net.

Basketball Full-Court:

1. Approximately 94'x45' reinforced concrete court with painted markings.
2. Two goal posts, backstops, rims and nets.

4. Covered Shelters:

Covered shelters, considered as a complete assembly unit, include:

1. 18'x18' to 24'x24' reinforced concrete pad with shelter
2. trash receptacle
3. BBQ grille
4. Lighting & electrical outlets
5. 20' x 6' concrete walk

***Cost Estimates are opinions of probable construction costs and do not include land acquisition, A&E professional services design fees, permit fees, contractor overhead & profit and extension of existing utilities. Estimates are based on RS Means, manufacturers / suppliers and historical data from similar type projects.**

Recommended Order of Park Renovation List:

1. Saltgrass Subdivision Park - (undeveloped land)
2. Martin Luther King, Jr. Memorial Park
3. Westlawn Park
4. Bayou City Park
5. Jaycee Park
6. Walter Feigle Park

The following parks involve an extensive scope of work and will require funding sources in place prior to beginning construction and renovations:

7. Lagana Park
8. Mac McGaffey Highland Bayou Park - (construction will need to be coordinated with festivals)
9. Mahan Park - (construction will need to be coordinated with seasonal sports to minimize downtime)

List of Proposed Site Acquisitions for Future Park Locations:

A. 1217 Vauthier St. Property:

This property was formerly an Elementary School site and according to Galveston County Tax records for the year of 2022, is currently owned by Texas City I.S.D.

The property is located off Vauthier St. to the West and bordered by McArthur Dr. to the South:

ID #: 131502: Land Use: Public
 Lot Size: 7.30 acres
 Land Value: \$73,070

(According to 2022 Galveston County Tax records, the recently demolished school facilities are still listed as assets.)

- **Proposed improvements for a general use park with amenities that include:**
 - Playground with open play areas, a walking trail, dog park, various fitness equipment, covered picnic areas along with covered benches, covered pavilion with basketball courts.
 - On-site paved parking lot that can double as parking for the High School ballfields located across Vauthier St.

B. 607 Texas Ave. (FM 1765) Property:

This property was formerly a school site and according to Galveston County Tax records for the year of 2022, is currently owned by Texas City I.S.D.

The property is located between Texas Ave. (FM 1765). to the North, Winding Way to the East, Wisteria St. to the South, and Cedar Dr. to the West:

ID #: 198097: Land Use: Commercial
 Lot Size: 6.64 acres
 Land Value: \$149,790

- **Proposed improvements for a general use park with amenities that include:**
 - Playground with open play areas, a walking trail, dog park, various fitness equipment, covered picnic areas along with covered benches, covered pavilion with basketball courts.
 - In lieu of the amenities listed above, another use for this property could be the location for a large splash park due to the proximity to Texas Ave. (FM 165), to handle larger traffic loads, the location is not directly within a residential neighborhood, the ability for a large on-site parking area, and the probability for ample existing utilities.

C. Bayou Rd. Property:

This property was formerly a Junior High School site and according to Galveston County Tax records for the year of 2022, is currently owned by Texas City I.S.D. The property is located between Magnolia Dr. to the North, Howell Ave. to the East, Scott St. to the South, and Bayou Rd. to the West. The proposed property currently contains a total of seven separate lots:

ID #: 198937:	Land Use:	Public
	Lot Size:	9.69 acres
	Land Value:	\$316,450
	(According to 2022 Galveston County Tax records, the recently demolished school facilities are still listed as assets.)	
ID #: 199487:	Land Use:	Public
	Lot Size:	0.34 acre
	Land Value:	\$39,050
ID #: 199488:	Land Use:	Public
	Lot Size:	1.27 acres
	Land Value:	\$49,950
ID #: 199489:	Land Use:	Public
	Lot Size:	0.38 acre
	Land Value:	\$14,850
ID #: 199490:	Land Use:	Public
	Lot Size:	0.52 acre
	Land value:	\$16,880
ID #: 199491:	Land Use:	Public
	Lot Size:	0.82 acre
	Land Value:	\$54,160
	(According to 2022 Galveston County Tax records, the recently demolished school facilities are still listed as assets.)	
ID #: 199492:	Land Use:	Public
	Lot Size:	11.99 acres
	Land Value:	\$391,810
	(According to 2022 Galveston County Tax records, the recently demolished school facilities are still listed as assets.)	

(Total land acreage: 13.02 acres, Total Land Value: \$883,150.)

- Prior to the City of La Marque purchasing these properties, a new site survey should be conducted along with revised platting of the many properties into one lot.
- Proposed improvements for a general use park with amenities that include:
 - Playground with open play areas, a walking trail, dog park, various fitness equipment, covered picnic areas along with covered benches, covered basketball courts, various ball fields (volleyball, baseball/softball, soccer fields, large pavilion, public amphitheater.

- On-site paved parking areas.

D. Lake Rd. Property:

This property was formerly a school site and according to Galveston County Tax records for the year of 2022, is currently owned by Texas City I.S.D.

The property is located between Texas Ave. to the North, Lake Rd. to the East, Kansas St. to the South, and Anita St. to the West. The proposed property currently contains a total of eight separate lots:

ID #: 195747: Land Use: Public
 Lot Size: 3.95 acres
 Land Value: \$100,100
 (According to 2022 Galveston County Tax records, the recently demolished school facilities are still listed as assets.)

ID #: 200200: Land Use: Residential low-density
 Lot Size: 0.13 acre
 Land Value: \$8,900

ID #: 200201, 200202, 200203, 200204, 200205:
 Land Use: Residential low-density
 Lot Size: 0.15 acre (each)
 Land Value: \$10,340 (each)

ID #: 200206: Land Use: Public (composed of 6 lots, 20 through 25)
 Lot Size: 0.15 acre (each)
 Land Value: \$49,490 (total value for six lots)

(Total Land acreage: 5.73 acres, Total Land Value: \$210,190.)

- Prior to the City of La Marque purchasing these properties, a new site survey should be conducted along with revised zoning and platting of the many properties into one lot.
- Proposed improvements for a general use park with amenities that include:
 - Playground with open play areas, a walking trail, dog park, various fitness equipment, covered picnic areas along with covered benches, covered pavilion with basketball courts.
 - On-site paved parking area.

Parks Funding and Grant Sources:

- **The Great American Outdoors Act:** (U.S. Department of the Interior)
 - A bill signed into law on August 4, 2020 and provides \$900 million in permanent and dedicated annual funding for the Land & Water Conservation Fund (LWCF) and invests up to \$9.5 billion to address priority repairs in our national parks and other public lands.
- **Outdoor Recreation Legacy Partnership Program:** (U.S. Department of the Interior)
 - The Outdoor Recreation Legacy Partnership Program is an urban park grants program funded through the Land & Water Conservation Fund. The ORLP offers nationally competitive grants to support the creation or significant renovation of state or locally owned parks and other outdoor recreation spaces located in urban areas. Funded projects help the public access or re-connect with the outdoors, and specifically target economically disadvantaged neighborhoods that lack adequate parks and recreational opportunities.
- **Land and Water Conservation Fund:** (U.S. Department of the Interior)
 - The Land and Water Conservation Fund (LWCF) Act of 1965 is a funding program for parks today supporting more than 44,000 projects in 98% of the nation's counties. The LWCF is funded through revenues from offshore oil and gas drilling royalties, a portion of which is matched by state and local contributions – increasing the return on investment without using federal tax dollars. LWCF funds leverage private investment, spurs economic development and tourism, and provides close-to-home recreational opportunities.
- **Texas Parks and Wildlife Department:**
 - **Local Park Grant Program:**
 - Consists of five individual programs:
 1. Outdoor Recreation (communities <500,000 population)
 2. Indoor Recreation (communities <500,000 population)
 3. Urban Outdoor Recreation (communities >500,000 population)
 4. Urban Indoor Recreation (communities >500,000 population)
 5. Small Community (communities <20,000 population)
 - The Local Park Grant Programs assist local governments with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The grant program provides 50% matching grants on a reimbursement basis to eligible applicants. Grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.
- **Bonds:**
 - Through bond referendum or voting and gaining approval from citizens long-term debt for large capital projects can be financed.

- **Capital Improvement Programs (CIP)**
- **Dedication or “Fee-in Lieu-Of”:**
 - Local government may require developers to dedicate land to the municipality for public parks. The local government may give developers an option to pay a fee, or “fee-in-lieu-of dedication”, to be used for providing and constructing park facilities.
- **Community Development Block Grants:**
 - Grant program that provides communities with resources to address a range of community development plans.

RESOLUTION NO. R-2022-0022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE FIELD AGREEMENT BETWEEN HUSTLE 10U AND THE CITY OF LA MARQUE

WHEREAS, the City has unused field space at Mahan Park.

WHEREAS, the City was approached by Hustle 10u for the use of the fields at Mahan Park to host girls softball games.

WHEREAS, the City desires to provide field space to Hustle 10u upon the terms and conditions of the attached Field Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Manager and Mayor are authorized to sign the Field Agreement and Hustle 10u and the City of La Marque, Texas

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 9th day of May 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

CITY OF LA MARQUE AGREEMENT FOR USE
OF CITY LAND FOR ATHLETIC FUNCTIONS

Section 1. Parties. This Agreement ("Agreement" is made by and between the City of La Marque, Texas ("City") and _____ ("Licensee").

Section 2. City hereby grants Licensee non-exclusive permission to use the fields located at Mahan Park in the City of La Marque, Texas (the "Facilities").

Section 3. Consideration. As consideration for the use of the Facilities, Licensee shall pay City the sum of _____. Payment shall be made as follows: _____.

~~During the term of this Agreement Licensee shall also pay _____ for water and electrical services consumed on the Premises. City is not responsible for the payment, repair, work, or any other use of electricity at the Facilities. Licensee shall procure and pay for any electrical services at the Facilities.~~

Section 4. Term and Termination. This Agreement shall last for a period of ~~Three~~ One (1) ~~(3)~~ year ~~s~~ commencing on _____, and terminating on _____.

Notwithstanding the foregoing the City may at any time on at least 30 days' advance written notice to Licensee terminate Licensee's rights to use the Facilities. Licensee shall provide the City Manager or his designee with a schedule of days Licensee will use the Facilities. During this time, Licensee shall have exclusive use of the Facilities ~~Applicant will have first right of use of the Field(s).~~ When Licensee is not using the facilities for practices and/or games, the Facilities may be used by the general public for recreational purposes. Licensee shall not sublet the Facilities to any other organization for any purpose without the express written consent of City which may be withheld for any reason or no reason.

Section 5. Actions upon Termination and Indemnity. Upon termination or expiration of this Agreement, Licensee shall relinquish use and possession of the Facilities to City and leave all fixtures and improvements placed on the Facilities at the Facilities and upon acceptance by City said fixtures and improvements shall become the property of City. Licensee shall not make any improvements to the Facilities without the prior written approval of City which may be withheld for any reason.

Licensee shall defend, indemnify and hold harmless City from any and all liabilities for payment of any obligations incurred by Licensee or due to any improvements placed upon the Facilities. Licensee shall not encumber in any manner nor permit a lien of any type to be placed on the Facilities and Licensee shall defend, indemnify, and hold harmless City from all financial obligations, encumbrances, or liens placed on the Facilities as a result of the actions of Licensee. This section shall survive any termination of this Agreement.

Section 6. Concession Stand. Licensee shall be permitted to operate a concession stand located at the Facilities to sell food and non-alcoholic beverages during the period of one hour immediately before athletic events commencing until one hour immediately after the athletic event ends at the Facilities. ~~Licensee shall provide adequate containers for collecting trash from the Facilities and~~

~~keep the Facilities clean from all trash and debris.~~ Licensee shall operate the Concession Stand described herein in accordance with all applicable laws, ordinances, and regulations.

Section 7. Equal Opportunity. Licensee shall not discriminate against any person on the basis of race, religion, sex, age, disability, or national origin.

Section 8. Maintenance and Responsibility. ~~Licensee shall maintain the Facilities in good and clean condition satisfactory to City.~~ Licensee may provide supplemental mowing of the Facilities at its own expense. Licensee shall at its own expense be responsible for ~~the maintenances of the Facilities and~~ any necessary preparation of the Facilities.

Commented [GK1]: Do we want language on when they will not conduct games because of weather and damage to the field.

Section 9. Commercial Advertising. Licensee shall present potential sponsors to City for the Facilities. All sponsor advertising shall be in good taste and subject to approval of City which shall be granted or withheld at the City's sole discretion.

Commented [RS2R1]: That may be difficult to define; we could include language that the Licensee is responsible to field damage if games are played on inclement weather days

Section 10. Annual Report and Financial Statement. Licensee shall provide City Manager or his designee a financial statement of the prior calendar year's operations by April 15 of each successive year.

Section 11. Insurance and Indemnification. Licensee shall release, defend, and hold harmless City, its officers, elected officials, employees, representatives, and agents from and against any and all costs, claims, and damages (including attorneys' fees) that may be caused by the use of the Facilities. Licensee shall defend, indemnify, and hold harmless City from any and all claims, costs, expenses, judgments and causes of action arising out of or in any way related to anyone's use of the Facilities. Licensee shall also obtain and maintain a general liability insurance policy naming City as an additional insured in an amount of not less than \$1,000,000.00 per person for bodily injury, not less than \$1,000,000.00 for property damage and aggregate of not less than \$1,000,000.00 per occurrence. This section shall survive any termination of this Agreement.

Section 12 Validity. Each section, subsection, provision, requirement, and restriction established by this Agreement is independent and the holding of any part of this Agreement to be unconstitutional, ineffective, or invalid for any cause shall not affect or render invalid any other part of the Agreement or amendments hereto.

Section 13 Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement.

Section 14 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement is performable in Galveston County, Texas and all disputes arising out of this Agreement shall be submitted to a court sitting in Galveston County Texas. In the event of any dispute arising out of this Agreement City shall be entitled to recover its reasonable attorneys' fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.

Section 15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Licensee shall

not assign this Agreement without the prior written consent of City which may be withheld for any reason.

Section 16 Counterparts. This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same document.

Section 17 Notices. All notices required to be sent under this Agreement shall be sent to the following addresses:

Licensee

City:
1111 Bayou Road
La Marque, TX 77568
Attn: City Manager

With a copy to:
1111 Bayou Road
La Marque, TX 77568
Attn: Public Works Director

Section 18 Promotion. Licensee shall use its best efforts to promote the City of La Marque, Texas when advertising for events occurring at the Facilities.

Section 19 Employment. Licensee shall utilize its best efforts to employ citizens of City and utilize the services of businesses located in the City.

Executed this _____ day of _____, 2022.

Licensee

By: _____
Its: _____

City

By: Cesar Garcia
Its: City Manager

ATTEST:

By: Kierra Nance
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: May 9, 2022
Prepared by: Giovanna Bonsignore
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION:

X

ATTACHMENTS FOR REFERENCE

- 1. Planning and Zoning Commition staff report**
- 2. Submitted Plat**
- 3. Final Plat Application**

STAFF BRIEFING:

- The Trails at Woodhaven General Plan contains the detail and project phasing for the Trails at Woodhaven Lakes development and was approved by Council at a previous meeting
- Council also approved the Trails at Woodhaven Planned Development District zoning ordinance at a previous meeting that includes detailed zoning regulations for this subdivision

HISTORY: N/A

TARGET IMPLEMENTATION: Final Plat Approved

SIGNIFICANT ACTION DATES:

9/15/20 - Planning and Zoning recommended approval with conditions of the Trails at Woodhaven Lakes Section 1 preliminary plat

10/2/20 - Applicant submitted a corrected plat to address the conditions

3/15/21 - Approval of the initial submittal of the preliminary plat expired.

3/22/22 - A second preliminary plat was submitted and approved by Planning and Zoning.

4/26/22 - Planning and Zoning recommended approval of Final Plat of the Trails at Woodhaven Lakes Section 1

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other- Final Plat | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve Trails at Woodhaven Lakes, Section 1 Final plat all conditions requested have been made and approved by Adico and supporting documentation compliant with City Code Chapter 41

FISCAL IMPACT: N/A



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: April 26, 2022

Agenda Item: Discussion/possible action regarding a Final plat of Trails at Woodhaven Lakes, Section 1, located near Delany Road and F.M.1765.

Item Type: Plat - Final Plat

History: Trails at Woodhaven Lakes subdivision is zoned Planned Development District and a General Plan has already been approved.

Standard for Approval:

Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

Public comments: None

Recommendation: Motion to approve with conditions Trails at Woodhaven Lakes Section 1 Final plat



Tuesday, April 19, 2022

Renissa Garza Montalvo
Costello, Inc.
2107 City West Blvd., 3rd Floor
Houston, TX 77042

Re: Trails at Woodhaven Lakes Section 1 Final Plat
Letter of Recommendation to Approve
COLM Project No. PZ2022-006
Adico, LLC Project No. 18100-2-088

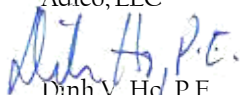
Dear Ms. Montalvo;

On behalf of the City of La Marque, Adico, LLC has reviewed the third submittal for Trails at Woodhaven Lakes Section 1 Final Plat received on or about April 19, 2022.

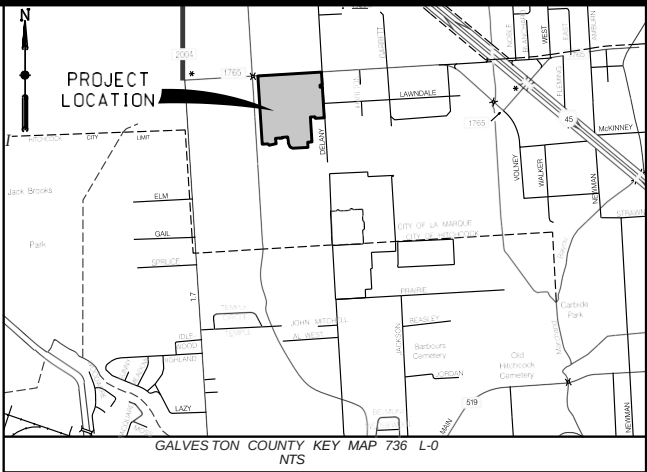
Based on our review, we have no objections the final plat as resubmitted on April 19, 2022. Please provide one (1) set of mylars and ten (10) prints of the plat to Giovanna Bonsignore, Development Services, at 1130 1st St., La Marque, TX 77568 by no later than Wednesday, April 20, 2022 for consideration at the April 26, 2022 Planning and Zoning Meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kathleen Van Stavern
Permits
File: 18100-2-088



FIELD NOTES FOR 50.04 ACRES

Being a 50.04-acre tract of land located in the Stephen F. Austin League No. 4, A-297, 111 Galveston County, Texas; said 50.04-acre tract being part of a called 42.2590-acre tract of land recorded in the name of Trails at Woodhaven Lakes in Clerk's File Number 2017062418 of the Official Public Records of the City of Galveston County (O.P.R.R.P.G.C.), part of a called 33.3575-acre tract of land recorded in the name of Trails at Woodhaven Lakes in Clerk's File Number 2018054049 of the O.P.R.R.P.G.C., all of a called 7.8800-acre tract of land recorded in the name of Trails at Woodhaven Lakes in Clerk's File Number 2019016768 of the O.P.R.R.P.G.C., and all of a called 6.40-acre tract of land recorded in the name of Trails at Woodhaven Lakes in Clerk's File Number 2019006929 of the O.P.R.R.P.G.C.; said tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone):

Beginning at a 5/8-inch iron rod found at the northwest corner of said 7.8800-acre tract and the northeast corner of a called 1.13826-acre tract of land recorded in Clerk's File Number 2000065569 of the O.P.R.R.P.G.C., same being on the south Right-of-Way (R.O.W.) line of FM 1765 (100-feet wide);

1. Thence, with said south R.O.W. line and with the north line of said 7.8800-acre tract and said 6.40-acre tract, North 87 degrees 17 minutes 30 seconds East, a distance of 1,466.87 feet to the northeast corner of said 6.40-acre tract, same being on the west R.O.W. line of Delany Road (width varies);
2. Thence, with said west R.O.W. line and with the east line of said 6.40-acre tract, South 02 degrees 44 minutes 57 seconds East, a distance of 297.97 feet to a common corner of said 6.40-acre tract and a called 0.0574-acre tract of land recorded in Clerk's File Number 8239444 of the O.P.R.R.P.G.C.;
3. Thence, with the common line of said 6.40-acre tract and said 0.0574-acre tract, South 87 degrees 15 minutes 01 seconds West, a distance of 50.00 feet;
4. Thence, continuing with said common line, South 02 degrees 44 minutes 57 seconds East, at a distance of 29.77 feet passing a common corner of said 6.40-acre tract and aforesaid 42.2590-acre tract, in all, a total distance of 50.00 feet;
5. Thence, with the common line of said 0.0574-acre tract and said 42.2590-acre tract, North 87 degrees 15 minutes 03 seconds East, a distance of 50.00 feet to the west R.O.W. line of aforesaid Delany Road;
6. Thence, with said west R.O.W. line and with the east line of said 42.2590-acre tract, South 02 degrees 44 minutes 57 seconds East, a distance of 707.65 feet;

Thence, through said 42.2590-acre tract and aforesaid 33.3575-acre tract, the following twenty-four (24) points:

7. South 57 degrees 06 minutes 47 seconds West, a distance of 200.74 feet;
8. North 02 degrees 53 minutes 13 seconds West, a distance of 11.31 feet;
9. 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord that bears North 47 degrees 53 minutes 13 seconds West, a distance of 35.36 feet;
10. South 87 degrees 06 minutes 47 seconds West, a distance of 85.00 feet;
11. South 02 degrees 53 minutes 13 seconds East, a distance of 665.00 feet;
12. South 87 degrees 06 minutes 47 seconds West, a distance of 105.00 feet;
13. South 02 degrees 53 minutes 13 seconds East, a distance of 30.26 feet;
14. South 88 degrees 01 minutes 12 seconds West, a distance of 355.01 feet;
15. North 64 degrees 17 minutes 41 seconds West, a distance of 64.07 feet;
16. North 23 degrees 26 minutes 09 seconds West, a distance of 97.07 feet;
17. North 01 degrees 15 minutes 12 seconds East, a distance of 40.71 feet;
18. North 08 degrees 14 minutes 54 seconds West, a distance of 99.97 feet;
19. North 51 degrees 29 minutes 33 seconds West, a distance of 7.28 feet;
20. South 85 degrees 15 minutes 47 seconds West, a distance of 119.12 feet;
21. 15.51 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 54 minutes 41 seconds, a radius of 975.00 feet and a chord that bears South 105 degrees 11 minutes 34 seconds East, a distance of 15.51 feet;
22. South 84 degrees 21 minutes 06 seconds West, a distance of 50.00 feet;
23. 10.58 feet along the arc of a curve to the left, said curve having a central angle of 24 degrees 15 minutes 26 seconds, a radius of 25.00 feet and a chord that bears North 17 degrees 46 minutes 37 seconds West, a distance of 10.51 feet;
24. South 84 degrees 55 minutes 28 seconds West, a distance of 104.21 feet;
25. South 52 degrees 57 minutes 14 seconds West, a distance of 4.16 feet;
26. South 06 degrees 52 minutes 28 seconds East, a distance of 62.84 feet;
27. South 09 degrees 50 minutes 12 seconds East, a distance of 58.72 feet;
28. South 78 degrees 33 minutes 56 seconds West, a distance of 169.78 feet;
29. 34.57 feet along the arc of a curve to the right, said curve having a central angle of 01 degrees 31 minutes 04 seconds, a radius of 1,305.00 feet and a chord that bears North 10 degrees 40 minutes 32 seconds West, a distance of 34.57 feet;
30. South 87 degrees 06 minutes 47 seconds West, a distance of 151.66 feet to the common line of aforesaid 33.3575-acre tract and aforesaid 1.13826-acre tract;
31. Thence, with said common line and with the west line of aforesaid 42.2590-acre tract, North 02 degrees 53 minutes 13 seconds West, a distance of 1,577.11 feet to the **Point of Beginning** and containing 50.04 acres of land.

I, MARK D. ARMSTRONG, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PERFORM THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH 1-1/2 INCH IRON PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

MARK D. ARMSTRONG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5363

WE HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF TRAILS AT WOODHAVEN LAKES SECTION ONE, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LA MARQUE, TEXAS, ON THE ____ DAY OF _____, A. D., 2022, AND BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, ON THE ____ DAY OF _____, 2021.

ALAN WATERS
INTERIM CHAIRPERSON, PLANNING COMMISSION

KETH BELL
MAYOR OF THE CITY OF LA MARQUE, TEXAS

T, DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 2022, AT ____ O'CLOCK, ____ M., AND DULY RECORDED ON _____, 2022, AT ____ O'CLOCK, ____ M. IN INSTRUMENT NUMBER _____, GALVESTON COUNTY RECORDS.

WITNESS MY HAND AND A-D SEAL OF OFFICE, AT GALVESTON, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT D. SULLIVAN, COUNTY CLERK,
GALVESTON COUNTY, TEXAS

BY: _____
DEPUTY

STATE OF TEXAS
COUNTY OF GALVESTON

WE, TRAILS AT WOODHAVEN LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, OWNERS OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP OF TRAILS AT WOODHAVEN LAKES SECTION ONE, DO HEREBY MAKE SUBDIVISION ON SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS TRAILS AT WOODHAVEN LAKES SECTION ONE IN THE STEPHEN F. AUSTIN LEAGUE NO. 4, A-2 IN GALVESTON COUNTY, TEXAS; AND DEDICATE THE STREETS, AND EASEMENTS SHOWN THEREON FOREVER.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENT. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON. WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING PLAT OF TRAILS AT WOODHAVEN LAKES SECTION ONE WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING PLAT AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

THIS IS TO CERTIFY THAT WE, TRAILS AT WOODHAVEN LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF LA MARQUE IN GALVESTON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, TRAILS AT WOODHAVEN LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY IMMOBILIA 2000 OF TEXAS, INC., ITS GENERAL PARTNER AND BY ALEJANDRO PADUA, AUTHORIZED REPRESENTATIVE, THIS ____ DAY OF _____, 2022.

TRAILS AT WOODHAVEN LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: IMMOBILIA 2000 OF TEXAS, INC.,
ITS GENERAL PARTNER

BY: ALEJANDRO PADUA,
AUTHORIZED REPRESENTATIVE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED IMMOBILIA 2000 OF TEXAS, INC., ITS GENERAL PARTNER AND BY ALEJANDRO PADUA, AUTHORIZED REPRESENTATIVE OF TRAILS AT WOODHAVEN LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THEIR NAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES: _____



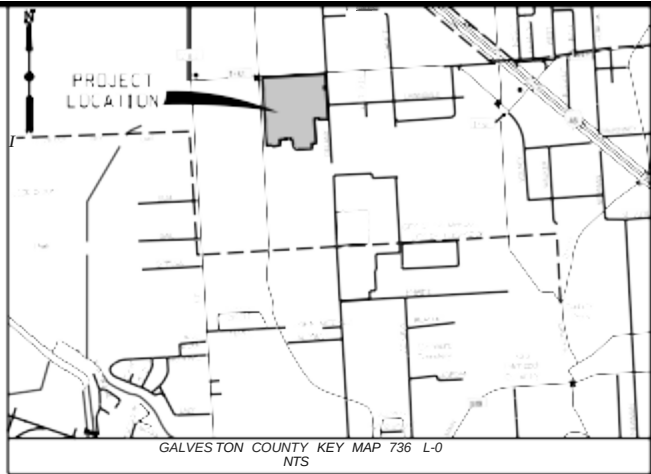
OWNER;
TRAILS AT
WOODHAVEN LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP
5699 SAN FELIPE STREET, STE. 811
HOUSTON, TEXAS 77042
TELEPHONE (281) 962-8667

ENGINEER/SURVEYOR:
Costello

COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPLS FIRM REGISTRATION NO. 280

TEXAS AVENUE C.F.M. 1765)
(100' R.O.W.)

TEXAS AVENUE C.F.M. 1765)
(100' R.O.W.)



0.0574 ACRES
LIFT STATION
CITY OF LAMARQUE
C.F. NO. 8239444
O.P. & R.P.G.C.

SCALE, 1"= 60'

LEGEND

- 5/8" D/B - 1/4" IRON ROD WITH PLASTIC CAP STAKED TO COSTELLO INC. UNLESS OTHERWISE NOTED
- FOUND 5/8" - 1/4" IRON ROD UNLESS OTHERWISE NOTED
- ① INDICATES BLOCK NUMBER
- Ⓐ INDICATES RESERVE
- INDICATES STREET RIGHT-OF-WAY BREAK

11.3826 ACRES
"PARCEL 9-S"
G.C.D.D. NO. 2
C.F. NO. 200006556
O.P. & R.P.G.C.

DELANY ROAD
R.C.W. VARIES

TRAILS AT
WOODHAVEN LAKES
SECTION ONE

BEING 50.04 ACRES

LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO. 4, A-2,
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS

151 LOTS 7 BLOCKS 14 RESERVES
SCALE: 1"=60' APRIL, 2022

ENGINEER/SURVEYOR:

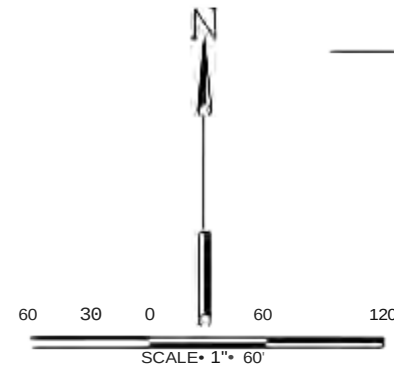
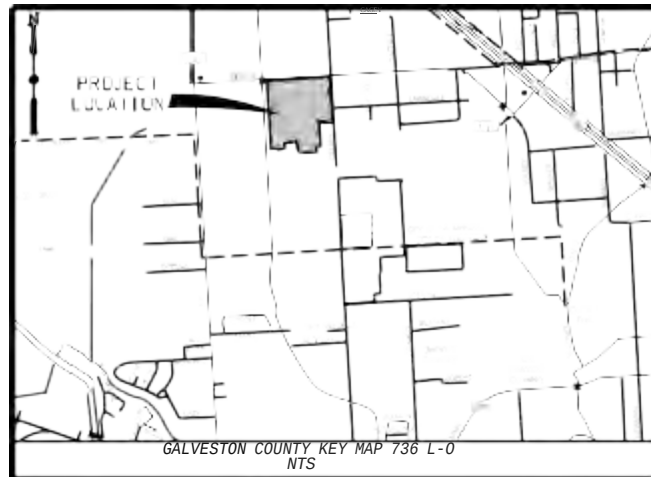
Costello

OWNER:

TRAILS AT
WOODHAVEN LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP
5699 SAN FELIPE STREET, STE. 811
HOUSTON, TEXAS 77056
TELEPHONE (281) 962-4667

COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3680
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

PLANNER:
7GEN PLANNING
Planning and Landscape Architecture
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042
(713) 343-0384 (713) 783-3680, Fax



LEGEND

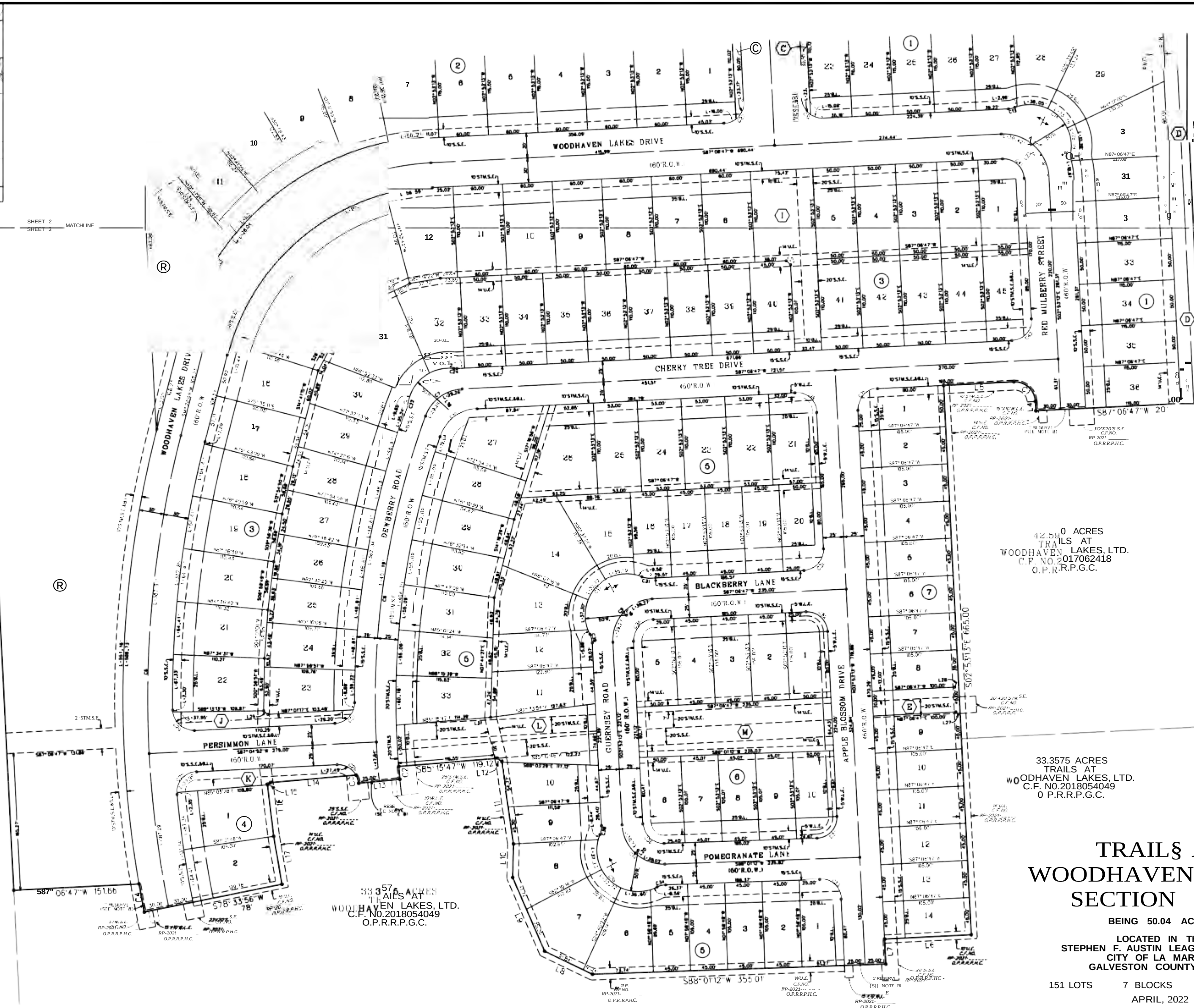
- SET 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ⊙ FOUND 5/8" INCH IRON ROD UNLESS OTHERWISE NOTED

0• INDICATES BLOCK NUMBER

Ⓢ INDICATES RESERVE

- INDICATES STREET NAME BREAK

11.3826 ACRES
"PARCEL 9-S"
G.C.D.D. NO.2
C.F. NO.200065569
O.P.R.R.P.G.C.



42.540 ACRES
TRAILS AT
WOODHAVEN LAKES, LTD.
C.F. NO. 017062418
O.P.R.R.P.G.C.

33.3575 ACRES
TRAILS AT
WOODHAVEN LAKES, LTD.
C.F. NO. 2018054049
O.P.R.R.P.G.C.

33.3575 ACRES
TRAILS AT
WOODHAVEN LAKES, LTD.
C.F. NO. 2018054049
O.P.R.R.P.G.C.

TRAILS AT WOODHAVEN LAKES SECTION ONE

BEING 50.04 ACRES

LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO.4, A-2,
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS

151 LOTS 7 BLOCKS 14 RESERVES
APRIL, 2022

PLANNER:
7GEN PLANNING

Planning and Landscape Architecture
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042
(713) 343-0394 (713) 783-3580 Fax



OWNER:
TRAILS AT
WOODHAVEN LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP
5699 SAN FELIPE STREET, STE. 911
HOUSTON, TEXAS 77056
TELEPHONE (281) 952-4657

ENGINEER/SURVEYOR:
Costello

COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580

TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

NUMBER	ARC LENGTH C/FEE 11	RADIUS C/FEE1	DELTA TA ANGLE	CHORD DIRECTION	CHORD LENGTH C/FEE1
C1	39.27	25.00	90° 0' 0"	N47° 53'13"W	35.36
C2	15.51	975.00	0° 54' 41"	S05° 11'34"E	15.51
C3	10.58	25.00	24° 15' 26"	N17° 46'37"W	10.51
C4	34.57	1305.00	1° 31' 4"	N10° 40'32"W	34.57
C5	380.65	300.72	41° 58' 58"	S50° 45'45"W	355.63
C6	155.20	1275.00	25° 5' 50" S	N01° 26'33"W	57.93
C7	58.51	50.00	67° 4' 45"	S53° 35'25"W	55.23
CB	448.82	1000.00	25° 42' 57"	N07° 12'34"W	445.07
C8	78.54	50.00	90° 0' 0"	N42° 06'47"E	70.71
C10	77.75	50.00	89° 5' 35"	N47° 26'00"W	70.15
C11	86.39	55.00	90° 0' 0"	N47° 53'13"W	77.78
C12	39.32	25.00	90° 6' 14"	S47° 50'06"E	35.39
C13	8.09	25.00	18° 32' 22"	N77° 50'37"E	8.05
C14	104.79	50.00	120° 4' 37"	S51° 23'16"E	86.64
C15	39.27	25.00	90° 0' 0"	S42° 06'47"W	35.36
C16	121.55	50.00	138° 3' 29"	N47° 26'00"W	93.76
C17	12.98	50.00	139° 35' 45"	N47° 26'00"W	93.76
C18	39.27	25.00	90° 0' 0"	N47° 53'13"W	35.36
C19	59.40	50.00	68° 4' 4"	S53° 04'45"W	55.97
C20	40.25	25.00	32° 14' 42"	S46° 47'4"E	36.04
C21	38.08	25.00	87° 16' 42"	N43° 26'45"E	34.50
C22	41.08	25.00	9° 35' 28"	N15° 32'54"E	4.18
C23	74.71	50.00	85° 36' 43"	N53° 33'32"E	67.95
C24	4.04	25.00	9° 15' 6"	S88° 15'40"E	4.03
C25	38.08	25.00	92° 27' 10"	N40° 51'17"E	36.10
C26	40.34	25.00	87° 16' 14"	S49° 17'01"E	34.50
C27	39.28	25.00	89° 53' 46"	S42° 09'54"W	35.32
C28	55.03	35.00	50° 5' 49"	N01° 47'25"W	49.53
C29	55.03	35.00	90° 5' 1"	N42° 15'32"E	49.53
C30	39.27	25.00	90° 0' 0"	N42° 06'47"E	35.36
C31	10.78	25.00	24° 42' 54"	S80° 31'46"E	10.70
C32	39.27	25.00	90° 0' 0"	N47° 53'13"W	35.36
C33	38.87	25.00	89° 5' 35"	N47° 26'00"W	35.07
C34	10.95	25.00	25° 5' 57"	N75° 26'14"E	10.86
C35	39.27	25.00	90° 0' 0"	N42° 06'47"E	35.36
C36	38.87	25.00	89° 5' 35"	N47° 26'00"W	35.07
C37	39.67	25.00	90° 54' 25"	N42° 34'00"E	35.63
C38	10.95	25.00	25° 5' 57"	N03° 39'46"E	10.86
C39	10.78	25.00	54° 40' 54"	S4° 40' 54"E	10.70
C40	10.51	25.00	24° 4' 55"	N03° 23'24"W	10.43
C41	39.27	25.00	90° 0' 0"	N47° 53'13"W	35.36
C42	39.27	25.00	90° 0' 0"	N42° 06'17"E	35.36
C43	43.60	300.00	8° 19' 34"	N85° 50'03"W	43.60
C44	58.72	300.00	11° 12' 56"	N87° 16'45"W	58.63

NUMBER	DIRECTION	DISTANCE (FEET I)
L1	S87° 15'03"W	50.00
L2	S02° 44'57"E	50.00
L3	N87° 15'03"E	50.00
L4	N02° 53'13"W	11.31
L5	S87° 06'47"W	85.00
L6	S87° 06'47"W	105.00
L7	S52° 53'13"E	30.25
L8	N07° 17'41"W	64.07
L9	N23° 26'09"W	97.07
L10	N01° 15'12"E	40.71
L11	N08° 14'54"W	99.97
L12	N51° 29'33"W	7.28
L13	S84° 21'06"W	50.00
L14	S54° 55'28"W	104.21
L15	S82° 57'14"W	4.16
L16	S06° 52'28"E	62.84
L17	S09° 50'12"E	58.72
L18	S36° 24'41"E	18.84
L19	S47° 53'13"E	4.93
L20	S44° 13'41"W	35.00
L21	N87° 06'47"E	4.99
L22	N38° 10'53"E	3.41
L23	S07° 58'13"E	12.16
L24	N52° 53'57"W	7.07
L25	S50° 05'56"E	6.56
L26	N81° 40'16"W	30.70
L27	N47° 53'13"W	7.07
L28	S23° 40'42"W	11.18
L29	S47° 46'29"E	19.16
L30	N13° 46'58"W	50.47
L31	S87° 06'47"W	221.54
L32	S19° 25'30"W	117.17
L33	S23° 40'42"W	26.11
L34	S36° 04'05"E	118.77

ABBREVIATION LEGEND	
A. E.	AERIAL EASEMENT
B. L.	BUILDING LINE
C.F. NO.	CLERKS FILE NUMBER
U. E.	UTILITY EASEMENT
S. S. E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W. L. E.	WATER LINE EASEMENT
R. O. W.	RIGHT-OF-WAY
D. E.	DRAINAGE EASEMENT
IRR.	IRRIGATION
ESMT.	EASEMENT
F.C. NO.	FILM CODE NUMBER
TEMP.	TEMPORARY
VOL.	VOLUME
PG.	PAGE
SF.	SQUARE FEET
AC.	ACRES
G. C. O. R.	GALVESTON COUNTY DEED RECORD
O.P.R.R,P,G,C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY
P.O.B.	POINT OF BEGINNING
G.C.D.D.	GALVESTON COUNTY DRAINAGE DISTRICT
HUI. P	HOUSTON LIGHTING AND POWER
P. A. E.	PRIVATE ACCESS EASEMENT
P. U. E.	PUBLIC UTILITY EASEMENT

RESERVE TABLE			
Ⓒ	COMMERCIAL RESERVE	3,3987 ACRES	148,049 SQ. FT.
Ⓓ	SENIOR LIVING RESERVE	9,1646 ACRES	399,211 SQ. FT.
@	OPEN SPACE RESERVE	0,0241 ACRES	1,050SQ. FT.
Ⓓ	OPEN SPACE RESERVE	0.2927 ACRES	12,75050. FT.
Ⓓ	OPEN SPACE RESERVE	0,0732 ACRES	3,187 SQ. FT.
Ⓓ	OPEN SPACE RESERVE	1.2296 ACRES	53,561 SQ. FT.
Ⓒ	OPEN SPACE RESERVE	0,0241 ACRES	1,050 SQ. FT.
Ⓓ	AMENITY LAKE	6.6939 ACRES	291,587 SQ. FT.
0	OPEN SPACE RESERVE	0,2726 ACRES	11,873 SQ. FT.
0	OPEN SPACE RESERVE	0.0872 ACRES	3,798 SQ. FT.
Ⓓ	OPEN SPACE RESERVE	0.0887 ACRES	3,865 SQ. FT.
Ⓒ	OPEN SPACE RESERVE	0.3182 ACRES	13,860 SQ. FT.
@	PARK RESERVE	0.3376 ACRES	14,704 SQ. FT.
Ⓓ	OPEN SPACE RESERVE	0.1041 ACRES	4,537 SQ. FT.
TOTAL		22,1093 ACRES	963,082 SQ. FT.

1. ALL NON-PERJETER EASEMENTS ON PROPERTY LINES ARE CENTERED UNLESS OTHERWISE NOTED.
2. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATES SYSTEM OF 1983, SOUTH CENTRAL ZONE.
3. UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WEATHER OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COJLJLJANCE WITH THE APPLICABLE PROVISIONS OF SUBDIVISION ORDINANCE NO. 139, CITY OF LA MARQUE, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
4. ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITH THE INCORPORATED BOUNDARIES OF THE CITY OF LA MARQUE, TEXAS
5. WOOD HAVEN SECTION ONE IS LOCATED WITHIN SHADED ZONE X PER FEMA FLOOD INSURANCE RATE MAP PANEL 48167C0245G AND 48167C0385G WHICH BEARS AN EFFECT DATE OF AUGUST 15, 2019.
6. SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER UNLESS FRONTING LOTS. THIS WILL BE COMPLETED BY HOMEOWNERS.
7. ALL EASEMENTS AND BUILDING LINES DEDICATED BY THE DELANY ROAD ACRES SUBDIVISION PLAT, RECORDED IN VOLUME 18, PAGE 760 OF THE GALVESTON COUNTY MAP RECORDS, THAT ARE LOCATED WITHIN THE BOUNDARIES OF THIS PLAT ARE ABANDONED BY THIS PLAT.
8. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SLIDVISION PLAT, WHERE SUCH STREETS ABUT ADJACENT ACRES TRACTS, THE CONDITIONS OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED BY A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
9. ALL RESERVES WILL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION.
10. LOCATION OF THE MEDIAN CUTS ALONG THE 70' RIGHT-OF-WAY ENTRY BOULEVARD ARE SUBJECT TO CHANGE.
11. TRAILS AT WOODHAVEN LAKES SECTION ONE IS SUBJECT TO ORDINANCE NO. 0-020-0007 PASSED, APPROVED AND ADOPTED ON JULY 13, 2020.

COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 781-7788 FAX 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 1004



CITY COUNCIL AGENDA FORM

Meeting Date: May 9, 2022 Agenda item: 9j
Prepared by: Chief Randall Reviewed by: _____
Aragon
Department: Police

AGENDA ITEM DESCRIPTION:

“Sign On Bonus” for all newly hired certified Officers

STAFF BRIEFING:

Respectfully request that the current budgeted item of providing a \$6,000 “sign on bonus” for “experienced” Officers be approved to be awarded to all certified Officers hired (budget permitting) from this juncture.

HISTORY:

There is a tremendous degree of competition in the hiring of Officers in Texas and even nationally due to the numerous employment incentives to include: attractive starting salaries, fringe benefits, special stipends, and “sign on bonuses.” In our attempt to be competitive with other law enforcement agencies, LMPD Command Staff supports the awarding of this bonus to any certified Officer hired.

TARGET IMPLEMENTATION: May 9, 2022, City Council Meeting

SIGNIFICANT ACTION DATES: May 9, 2022, City Council Meeting

ACTION:

- | | |
|---|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other - ILA | |
| ☐ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$50,000
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Chief Aragon & his Command Staff recommend this revision to the sign on bonus be approved at the regular meeting of May 9, 2022.

FISCAL IMPACT: This is a budgeted item.

RESOLUTION NO. R-2022-0024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND A SIGNING ON BONUS TO ALL NEW POLICE OFFICER HIRES

WHEREAS, the City has previously budgeted to extend a signing bonus to experienced police officers new to the City of La Marque hired after a certain date.

WHEREAS, the City desires to extend the signing bonus for experienced officers to all new officers hired after May 9, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Manager is authorized, in his sole discretion, to extend a signing bonus in the amount of \$6,000.00 to new police officers hired after May 9, 2022 upon terms and conditions approved by the City Manager. The City Manager may suspend this payment at any time.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 9th day of May 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: May 9, 2022

Prepared by: Chief Randall
Aragon

Department: Police

Agenda item: 9k

Reviewed by: Gina Galicia

AGENDA ITEM DESCRIPTION: FY 2022 COPS Hiring Program (CHP)

See referenced attachment for complete details on this opportunity: Pre-Award Frequently Asked Questions (FAQ) for FY 2022 COPS Hiring Program (CHP).

STAFF BRIEFING:

Respectfully request that the La Marque Police Department be supported in its vision of applying for this grant. Essentially the grant would fund 75% of Officer salaries (plus fringe) for three (3) years. Officers would be required to conduct duties relating to community-oriented policing and crime prevention efforts. At this juncture, due to the city's violent and property crime rates & projected growth rate, our grant submission would request six (6) Officers. Should the grant be approved, the Officers would be organized into two (2) separate teams of three (3) Officers each. Each team would conduct both Special Response Team ("street crime") operations & directed patrols. Each Officer would also conduct community policing duties assigned to a Community Watch Zone to serve that area on a dedicated basis.

Employing the 75% funding by the grant, the 25% that the city would contribute for Six (6) Officers would require an expenditure of approximately \$120,000 annually (salary & fringe for each Officer equates to \$80,000 per Officer x 25% = \$20,000 x 6 = \$120,000).

Grant would not initiate until FY 2022/2023 (i.e., October 1, 2022).

HISTORY:

The importance and need for additional Officers was communicated to the City Council via the *Phase III Meeting* of the *La Marque Safe City Initiative* (LMSCI) on February 3, 2022. City Council supported goals and objectives outlined in the LMSCI. The city's high crime rates must be abated and reduced to include reducing citizens' fear of crime; consequently, enhancing Officer staffing (especially through community policing & street crimes operations) is deemed imperative.

TARGET IMPLEMENTATION: June 9, 2022, is the deadline for "initial application" of this grant. June 16, 2022, is the deadline for the "complete application package".

SIGNIFICANT ACTION DATES: June 9, 2022, is the deadline for initial application of this grant. June 16, 2022 is the deadline for the complete application package.



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|---|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other - ILA | |
| ☐ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	Will be budgeted for FY 2022/2023
Actual Bid	
Estimated Expenditure	\$120,000 annually
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Chief Aragon & his Command Staff recommend that City Council support the department in applying for this meritorious grant opportunity.

FISCAL IMPACT: This will need to be a budgeted item for FY 2022/2023

RESOLUTION NO. R-2022-0025

A RESOLUTION OF THE CITY OF LA MARQUE AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE COPS HIRING PROGRAM

WHEREAS, the City Council of the City of La Marque finds it in the best interest of the citizens of the City of La Marque, and the Safe City Initiative to apply for the COPS Hiring Program to assist with funding the City of La Marque Community Policing Program; and

WHEREAS, the City Council of the City of La Marque agrees to provide applicable matching funds for the said project as required by the U.S. Department of Justice; and

WHEREAS, the City Council of the City of La Marque agrees that in the event of loss or misuse of the Department of Justice funds, the City Council of the City of La Marque assures that the funds will be returned to the Department of Justice in full.; and

WHEREAS, the City Council of the City of La Marque designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Marque approves the submission of the grant application for the City of La Marque's COPS Hiring Program to the Office of Community Oriented Policing Services, Department of Justice.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on this the _____ day of _____, **2021**.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, City Attorney



COPS
Community Oriented Policing Services
U.S. Department of Justice

Pre-Award Frequently Asked Questions (FAQ) for FY 2022 COPS Hiring Program (CHP)

Q. What is the purpose of the COPS Hiring Program (CHP)?

- A. The goal of the COPS Hiring Program is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agencies to engage in community policing activities.

Q. Is CHP an open solicitation?

- A. Yes. All state, local, territorial, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within the jurisdiction served.

This is a competitive, discretionary program.

What is the program application process?

- A. Completing an application under CHP is a two-step process. Applications must be submitted electronically through Grants.gov and JustGrants.

See the COPS Office [How to Apply](#) page for more information.

Q. What is the deadline for this solicitation?

- A. There are two key deadlines: The deadline to submit the initial application in Grants.gov is **7:59 p.m. on Thursday, June 9**. The deadline for complete application packages in JustGrants is **7:59 p.m. ET on Thursday, June 16**.

Allowable Costs under CHP

What may my agency request funding for under the CHP award program?

- A. FY 2022 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period, based on the applicant's current entry-level salary for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver

is approved. The maximum federal share per officer position is \$125,000 over the three-year period (not \$125,000 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate time needed for recruitment and hiring. Agencies must retain each CHP-funded position for 12 months following the three years of funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

Funding under this program may be used to do the following:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official award start date on the notice of award.
- Rehire officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions. The rehired officers must be rehired on or after the official award start date on the notice of award. Documentation must be maintained showing the date(s) that the positions were laid off and rehired.
- Rehire officers who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or Bureau of Indian Affairs budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs. The dates of the scheduled layoffs and the number of positions affected must be identified in the CHP application. The recipient may rehire the officers with CHP funding on or immediately after the date of the scheduled layoff. Unless required by a recipient jurisdiction, the agency is not required to formally complete the administrative steps associated with the layoff of the individual officers it is seeking to rehire so long as the agency can document that a final, approved budget decision was made to lay off those individual officers on the identified layoff date. Documentation must be maintained detailing the dates and reason(s) for the layoffs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled layoffs are occurring for local economic reasons unrelated to the availability of CHP award funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the layoffs, budget documents ordering jurisdiction-wide budget reductions, and/or notices provided to the individual officers regarding the layoffs.

Note: An applicant may request funding in one or more of the above-referenced hiring categories under CHP. If an application is approved for funding, the notice of award will specify the number of positions approved in each category. Once awarded, recipient agencies may not move funded positions between the hiring categories without receiving written prior approval from the COPS Office.

An applicant may not reduce its existing current fiscal year budget for sworn officers just to make use of the CHP award. Any budget cut must be unrelated to the receipt of CHP award funds to avoid a violation of the COPS Office statutory non-supplanting requirement.

Q. May CHP funding be used to pay for officer overtime or eliminate officer furloughs?

- A.** No. CHP funding may only be used to hire and rehire full-time law enforcement officers in order to increase law enforcement agencies' community policing capacity.

Q. May CHP funding be used to fill sworn officer positions that are vacant at the time we apply for CHP funding?

- A.** No. Officers funded with CHP funds must be in addition to any officers funded in your agency's local budget. However, CHP funding may be used to fill vacant sworn officer positions if the positions are unfunded in the law enforcement budget (i.e., if state, local, or BIA funding has not been budgeted to pay for the salary and benefits costs of the positions) because of a hiring freeze or budget reductions due to local fiscal distress.

Q. How does the COPS Office define a "career law enforcement officer"? Does this include sworn jail or correctional officers?

- A.** The COPS Office statute defines a "career law enforcement officer" as an officer hired on a permanent basis who is authorized by law or by a state or local public agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. CHP only funds sworn officer or deputy positions who are first responders to calls for service. Sworn jail or correctional officers are not funded through this program.

Hiring Military Veterans under CHP

Q. How do you define a military veteran?

- A.** Under the CHP solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

Q. Are new-hire officer positions required to be military veterans under CHP?

- A.** No. Under FY 2022 CHP, new-hire officer positions are not required to be military veterans. However, because the COPS Office supports the priority to hire military veterans whenever possible, applicants who commit to hiring or rehiring at least one military veteran under CHP will receive additional consideration for FY 2022 CHP funding. These military veterans may be in any of the three hiring categories described under “Funding Provisions,” not just new hires.

Hiring/Layoff Guidance

Q. If my agency receives CHP funding to rehire officers who were laid off at the time of our application, do we need to maintain documentation in the CHP award file regarding the layoffs?

- A.** Yes. Your agency should keep a record of the date(s) the officers were laid off and the date(s) the positions were rehired with CHP funding in your award file for future monitoring or audit purposes. Please note that CHP funding is based on your agency’s entry-level salary and benefits package and that any additional costs beyond entry-level for rehired officers are the responsibility of your agency.

Q. If my agency is awarded CHP funding to rehire officers who were laid off, when may we rehire those officers?

- A.** Your agency may rehire the officers on or after the official award start date. In addition, your agency should maintain documentation showing the date(s) that the positions were laid off and rehired.

Q. If my agency receives CHP funding to rehire officers that are scheduled to be laid off on a specific date in the future, do we need to maintain documentations in the CHP award file regarding the layoffs?

- A.** Yes. Your agency must keep documentation in your award file for future monitoring or audit purposes that shows
- the dates of the scheduled layoff(s);
 - the number of officers scheduled to be laid off;
 - the number of officers rehired with CHP funds;
 - the date of the rehire(s);
 - the reason(s) for the scheduled layoff(s).

Only layoffs that will occur for reasons unrelated to the receipt of CHP funds may be rehired with CHP funds.

Q. What kind of documentation may be helpful to demonstrate that the layoff(s) is not related to the receipt of CHP funds?

A. Any records showing that the layoff(s) occurred as a result of state, local, or BIA budget reductions. To show that the layoffs did not occur as a direct result of the availability of CHP funds, it is especially helpful to demonstrate that budget reductions occurred in the entire (or at least additional) municipal or tribal governmental departments, not just the law enforcement department—or, if budget reductions occurred only in the law enforcement agency’s budget, that they were across all categories and not just sworn officer positions. Such documents might include (but are not limited to) (a) council meeting minutes discussing the budget reductions and layoffs; (b) budget orders directing municipal departments to reduce their operating budgets; (c) personnel directives given to the officers who are scheduled for layoff(s); (d) any other local documents explaining why the layoffs occurred; or (e) notices provided to the individual officers regarding the date(s) of the layoffs.

Q. Our agency has applied for CHP funding to rehire officers who are scheduled to be laid off on a specific date in the future. Do we need to actually lay off officers before using COPS funds and then rehire them?

A. Unless required by your jurisdiction, your agency is not required to formally complete the administrative steps associated with the layoff of the individual officers you are seeking to rehire. As long as your agency can document that a final, approved budget decision, unrelated to the receipt of CHP funding, was made to lay off those particular individual officers on the identified layoff date(s), it may transfer the officers to the CHP funding on or after the date of the layoff. However, it must continue to fund the officers with its own funds from the award start date until the date of the scheduled layoff (for example, if the COPS Office award start date is September 1 and the layoff is scheduled for November 1, then the COPS Office funds may not be used to fund the officers until November 1, the date of the scheduled layoff).

Post-Application Layoffs

Q. If our agency’s economic conditions change after receiving a CHP award and we want to change the hiring categories from what we identified in our CHP application because of post-application layoffs, what should our agency do?

A. If your agency receives a CHP award and after receiving the award your agency needs to change the hiring category(s) it received funding under, your agency must request a post-award modification and must receive prior approval before spending CHP funding. To be considered for a post-application modification into the rehire post-application layoff category, an agency must demonstrate that the officers to be rehired were officially laid off post-application or are now officially scheduled for layoff on a specific future date as the result of financial reasons unrelated to the receipt of COPS Office funding.

The COPS Office will only consider a modification request into the rehire category for post-application layoffs after an agency has made final, approved budget or personnel decisions. To obtain information on modifying a CHP award, please contact the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

Q. How will the COPS Office monitor my agency's use of CHP funds for rehiring laid-off officers?

- A.** The COPS Office monitors recipient compliance with all award requirements in a variety of ways. For example, your agency may receive an onsite monitoring visit from the COPS Office during the award period or an onsite financial monitoring visit from the Office of Justice Programs, Office of the Chief Financial Officer, or it may be audited by the Office of the Inspector General's Audit Division. Your agency also may be asked to submit written documentation demonstrating its compliance with the award conditions or in response to evaluations by outside organizations.

Q. How long must we keep copies of all of these records to demonstrate when and why we rehired laid-off officers?

- A.** Your agency is required to maintain award records to demonstrate your proper use of award funds throughout the active award period and then for at least an additional three years after the submission date for the final expenditure report.

Q. How do you define a School Resource Officer (SRO)?

- A.** See the [SRO Guiding Principles](#) for the definition and roles of an SRO.

Q. May I apply for both SRO positions and non-SRO positions?

- A.** Yes. Applicants can request a combination of SRO and non-SRO positions.

Q. Are there any other application requirements if my agency wants to request CHP funds to hire SROs?

- A.** Recipients awarded CHP funding to hire and/or deploy SRO(s) into schools will be required to submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) within 90 days of the start date of the award, and before expending or drawing down funds under the award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment under the Section in JustGrants titled "MOUs and Other Supporting Documents."

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency, with officers' roles focusing on safety, information sharing, supervision responsibility, and chain of command for the SRO; and signatures. The MOU is an agreement among parties that defines the roles and responsibilities of the individuals and partners involved, including SROs, school administrators, law enforcement and education departments, students, and parents. The MOU should explicitly state the proposed

programs and daily activities that the SRO will develop and/or administer. It should also address the policies and procedures and the extent to which information will be shared between the law enforcement agency and school or school district partners throughout the course of the award. The MOU should be signed by the law enforcement executive and designated representative for the school or school district who has general educational oversight within that jurisdiction.

Please refer to the MOU fact sheet at <https://cops.usdoj.gov/chp> for a full description of the MOU requirements, and to the SRO Guiding Principles for more information.

School Resource Officer Official Partner Contact Information (if applicable)

Applicants requesting funding for SROs should enter in contact information for each school partner where the SROs will be deployed, if known at time of application. This information is not required at the time of application but will be required for any agency awarded CHP funding for officers to be deployed as SROs.

Please note: COPS Office–funded SRO(s) are also required to complete a 40-hour SRO basic training course from any of a list of COPS Officer approved providers. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date, whichever comes first. If a COPS Office–funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed the 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any gap longer than 12 months will require the officer(s) to retake the course.

Budget and Associated Documentation

Q. What is the budget submission process?

- A. Applicants must complete the web-based budget worksheet form in JustGrants. No separate budget narrative is required. It is important to enter accurate information in the budget worksheet, as the information provided will be used to determine the amount of your CHP grant, if awarded.

Budget Worksheets and Budget Narrative Form

Budget requests may be made in the following categories:

- Personnel
- Fringe Benefits

Q. What are allowable costs / fundable requests?

- A. The only allowable costs under CHP are the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers who are hired or rehired on or after the award start date. A “career law enforcement officer” is a person hired on a permanent basis who is

authorized by law or by a state, local, or tribal agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws (34 U.S.C. §10389(1)). The State of Alaska, and any Indian tribe or tribal organization in that state, may also use hiring funds for village public safety officers, defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670” (Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2)).

Salaries: Funding requests must be based on the current entry-level salary and fringe benefits of a full-time sworn officer. CHP awards are subject to the restrictions described in the Program Description, including but not limited to the \$125,000 maximum over three years and 25 percent match requirement (unless waived). Applicants budgeting for an increase in salaries and/or fringe benefits over the life of the award are required to provide an explanation.

Note: Requests will be capped at 20 percent of actual sworn force, with a maximum of 50 officers for any agency. For example, agencies with an actual sworn force of 30 will be allowed to request up to 6 positions. Agencies with fewer than 5 officers may request one position.

Q. How are fringe benefits defined under the CHP program?

- A.** Fringe benefits typically covered by the applicant agency, as specified in agency personnel and salary policies or contractual agreements, and allowable under 2 C.F.R. 200, will be allowed. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

The following are considered unallowable costs under the CHP program: **overtime costs, training, equipment (e.g., uniforms, weapons, or vehicles), severance pay, and hazard pay.** If your agency pays those benefits for locally funded officer positions, your agency will be required to use local funds to do so for CHP-funded officer positions.

For agencies that do not include fringe benefits (e.g., vacation, holiday, shift differential) as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included with personnel costs. Any fringe benefits that are already included as part of the agency’s base salary should not be repeated in the separate fringe listing.

Shift differential pay is a premium hourly rate paid for those hours that are not considered normal day work hours as defined by your agency. Typically, shift differential pay is for the hours worked outside of normal day work hours, where the majority of hours worked are from 3:00 p.m. of one day until 8:00 a.m. of the following day. This would include the evening shift, midnight shift, overlap shift or power shift, or any other designated shift between those hours that would qualify for the shift differential pay as defined by your agency and/or a contractual or union agreement. Overtime beyond any defined shift work hours is an unallowable cost under 2022 CHP.

Q. How do I determine the health care and fringe benefits costs for my agency?

- A.** An agency should contact its human resources/benefits office to help determine their costs for healthcare and fringe benefits.

Q. May CHP award funds be used to pay the salaries and benefits of officer recruits while they are in the academy, prior to being sworn in?

- A.** Yes, an agency may use CHP funding to pay the CHP-funded positions while in the academy if it is the standard practice of the agency to do so with locally funded recruits. To comply with the nonsupplanting requirement, the agency should hire the recruits post-award.

Q. How should an agency calculate the first-year salary and benefits package of officers who will be recruits promoted to sworn officer positions, given that a recruit and sworn officer fall under different pay and benefit levels?

- A.** The first-year salary and benefits package should cover the “blend” of both the recruitment academy and the post-graduation amounts, with the sworn officer salary and benefits amount used to cover the salary and benefits of the officer post-graduate.

Q. Are indirect costs allowable under the CHP award?

- A.** No, CHP funding may not be used for indirect costs. CHP only pays for approved entry-level salaries and fringe benefits of full-time sworn officers over three years.

Unallowable Costs: Requests will NOT be Funded

Q. What are unallowable costs under the COPS Hiring Program?

- A.** All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHP. Therefore, requests for equipment, training, uniforms, vehicles, and indirect costs are not permitted under CHP.

In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally funded officers, unless those officers are currently scheduled to be laid off on a specific future date
- Salaries and fringe benefits over and above an agency’s entry-level salary and fringe benefits for officers
- Salaries and fringe benefits for civilian or nonsworn personnel
- Salaries and fringe benefits for part-time officer positions
- Salaries and fringe benefits for furloughed officers

- Overtime costs
- Severance pay
- Hazard pay

This is not an exhaustive list, and items not listed above will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items that may not be included on this list. Agencies are expected to request items that show a direct link between the requested item and the applicant's CHP project. All requests must contribute directly to the specific purpose of the award project and relate to the appropriations language enacted for FY 2022.

Federal/Local Share of Costs

Q. What are CHP federal and local shares of costs?

- A.** The applicant will be required to indicate the total salary and benefits for the three-year salary period and the required local share. The minimum local match requirement is 25 percent of the total project cost, and the cap on the amount of federal award funding that can be requested per officer position is \$125,000 over three years (36 months). Any additional cost above the local match and officer funding cap will be the responsibility of the recipient agency. Recipients are also required to pay a progressively larger share of the cost of the award with local funds over the award period. The applicant will also be asked for a projection of the planned federal and local shares of the total project costs over the three years of funding for each position. While your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases over the three years.

Applicants are encouraged to forecast a federal-to-local ratio for anticipated expenditures for each year that will provide an increase in the annual local match. The percentages you provide in the application are estimates that can be used to help you plan the implementation of your award. Your actual percentages may change over the award period.

Waiver of local match (cost share)

The COPS Office may waive some or all of an applicant's local match requirement. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in the application, and comparison of your fiscal health data with that of the overall CHP applicant pool. If your agency wishes to be considered for a waiver, you must respond to the applicable question. The question will ask you to indicate the maximum local share (dollar amount) your agency would be able to contribute to the total project cost in order to implement the award. Please indicate whether the COPS Office should continue to consider your application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted. If a full or partial waiver is granted, and your application is funded for a reduced number of officer positions, the percentage of local share provided will be applied to the total project cost of the awarded officers.

Q. The officers we plan to rehire are experienced officers who are paid a higher than entry-level salary and benefits package. May we use the CHP funds to pay their salaries?

A. Yes, but only up to the entry-level portion of their salary and benefits package and up to \$125,000 per officer over three years. CHP funds are awarded based on your agency's current entry-level sworn officer salary and benefits package. You may use CHP funding to hire or rehire experienced officers, but any additional costs higher than entry-level must be paid with local agency funds, not CHP funds.

Q. CHP states it will provide "up to 75 percent of funding for approved entry-level salaries and fringe benefits of full-time officers." How does this apply in cases where law enforcement agencies have various base pay rates based on the prior education level of the officer?

A. In the limited cases of agencies that offer more than one entry-level salary and benefits package based on prior education for new officers with no prior law enforcement experience, you may average those salaries and benefits to report your entry-level salary and benefits. Please note, however, that any higher salaries and benefits that are paid to compensate for prior law enforcement experience are not considered entry-level and should not be included in this average or otherwise reported as entry-level. If awarded CHP funding, an agency must only use CHP funding to pay the actual entry-level officer's salary and benefits, and any CHP funds remaining after the five-year period of performance will be deobligated.

Q. If awarded funding from the CHP program, will our agency be obligated to keep the total number of officers on staff at the time the award was granted, or are we only required to keep the award position at the end of the program?

A. To comply with the nonsupplanting requirement of the CHP award, the recipient must maintain its locally funded sworn force baseline and any planned increases of officer positions during the award period through the retention period. To comply with the retention requirement of the CHP award, the recipient must add all awarded officer positions to its law enforcement budget with state and/or local funds for at least 12 months at the conclusion of 36 months of federal funding for each position over and above the locally funded sworn force baseline. The purpose of CHP is to increase the total number of sworn officer positions above what would have otherwise existed in the absence of the award.

Nonsupplanting Requirement

Q. Does the nonsupplanting requirement apply to the CHP program?

A. Yes. The nonsupplanting requirement is a legal requirement in the Public Safety and Community Policing Act, which is the COPS Office's authorizing statute. The nonsupplanting requirement means COPS Office award funds must be used to supplement (not replace) state, local, or Bureau of Indian Affairs (BIA) funds that would have been dedicated toward law enforcement if federal funding had not been awarded. As it applies to your agency's CHP award, recipients must not reduce the level of state, local, or BIA funding that would have been dedicated toward sworn officer positions as a result of receiving federal funding. Requests may be made only for positions that are not otherwise budgeted with state, local, or BIA funds and that would not be funded in the absence of the CHP award.

CHP Funding and Other COPS Office Awards

Q. May our agency request funding under CHP if we have an active COPS Office hiring award for sworn officer positions?

- A.** Yes. Agencies with an active COPS Office hiring award are not disqualified from applying for a CHP award, but the CHP-funded position(s) must be over and above the number of officer positions funded in the agency's local budget and under any other COPS Office hiring award.

Note: Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Q. May CHP funding be used to retain officers hired under other COPS Office hiring programs?

- A.** No. CHP funding may not be used to comply with the retention requirement of your other COPS Office hiring awards. Instead, your agency must use state, local, or tribal funding to retain the COPS Office-funded positions for the required retention period following the conclusion of the award period. In addition, the retained officer position(s) must be over and above your agency's locally funded sworn force and any full-time sworn positions awarded under the CHP award.

Retention Requirement

Q. What is the retention requirement?

- A.** All applicants are required to affirm that their agency plans to retain all officer positions awarded, following three years of federally funded salary, for at least 12 months and to identify their planned source(s) of retention funding. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. Agencies that do not plan to retain all officer positions under this award program at the time of application are ineligible to apply for CHP funding. The retention requirement cannot be satisfied through attrition. The retained CHP-funded officer positions should be added to your agency's law enforcement budget with state and/or local funds for at least 12 months over and above the number of locally funded officer positions that would have existed in the absence of the award. At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHP award for a period of 12 months may be ineligible to receive future COPS Office awards for a period of one to three years.

Q. What documentation does my agency need to maintain in the event of an audit or monitoring site visit to demonstrate compliance with the retention requirement?

- A.** Your agency should maintain documentation demonstrating its intent to retain the CHP-funded officer positions, the anticipated funding source(s), the employment dates for each officer position funded under the CHP award, and the date each officer position started the retention period.

Other Questions

Q. What is the formula for disbursing these CHP awards?

- A.** CHP is not a “formula” program. All applications will be reviewed based on their answers to the fiscal health questions, crime statistics, community policing strategy, and other relevant factors determined by the COPS Office. Awards will be made on a competitive basis.
-

Q. Are there priority focus areas in the FY22 COPS Hiring Program?

- A.** Yes. Additional consideration will be given to applicants who select one of the following focus areas as the area of focus: Building Legitimacy and Trust, Violent Crime/Gun Violence, Combating Hate and Domestic Extremism, and Police-based Response to Persons in Crisis.

Law enforcement agencies that submit applications addressing one of these focus areas in their proposals will receive priority consideration.

Q. When should I expect notification if awarded CHP funds?

- A.** The COPS office anticipates making CHP award announcements by September 30, 2022.
-

Q. Who do I contact if I need help?

- A.** For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175. The JustGrants Service Desk operates 5:00 a.m. to 9:00 p.m. Eastern time (ET) Monday to Friday, and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For programmatic and general assistance with the solicitation requirements, contact the COPS Office Customer Care Center at 800-421-6770 or by email at AskCOPSRC@usdoj.gov. The Customer Care Center’s hours of operation are Monday–Friday (except U.S. Federal Government holidays—<https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>) from 9:00 a.m. to 5:00 p.m. Eastern Time (ET). The Customer Care Center will remain open on the solicitation closing date until **7:59 p.m. ET**.

Shared Agency Agreement

This Shared Agency Agreement (“**SAA**”) is entered into between Motorola Solutions Inc. (“**Motorola**”) and the entity set forth below or in the MCA (“**Customer**” or “**Host Agency**”) and will be subject to and governed by the terms of the Master Customer Agreement (“**MCA**”) and any addendum (“**Addendum**” and collectively, the “**Addenda**”) entered into between the Parties, effective as of XXXXXXXX. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the MCA.

By entering into this SAA, the Shared Agency affirms that they will fund their shared costs of the system and services, per the terms of the MCA and as identified in the pricing section of the attached Addenda. Shared Agency agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. Motorola will invoice the Shared Agency upon contract execution for the shared costs of the up-front implementation of the system and Motorola will invoice the Shared Agency annually for their portion (if any) of ongoing annual maintenance and subscription services identified in the Addenda.

Section 1: Definitions

1. 1 **Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the MCA.
1. 2 **Host Agency** – The “Host Agency” is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
1. 3 **Software**—“Software” means the PremierOne software licensed hereunder.

Section 2: License

2. 1 **Grant of License.** Motorola grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the MCA, as well as the terms and conditions specified in this SAA. The license fees paid by Shared Agency to Motorola shall be the same as those paid to Motorola by the Host Agency. Shared Agency agrees to comply with all such terms and conditions of the MCA and this SAA.
2. 2 **Termination.** This SAA will terminate automatically if and when the MCA terminates for any reason. Motorola or the Host Agency may immediately terminate this SAA and license at any time if the Shared Agency breaches the terms of this SAA or the MCA. The Host Agency may terminate this SAA at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
2. 3 **No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

3. 1 **Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software.
3. 2 **Warranty.** The Representations and Warranties for the Software is defined in Section 6 of the MCA is limited to the remaining time, if any, originally granted under the MCA.

Accepted and Approved:

Agency Information

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____



415 E. Exchange Parkway
Allen, TX 75002

March 10, 2022

Liz Lopresti
Purchasing Manager
League City Purchasing
300 W. Walker Street
League City, TX 77573

RE: Final Contract Submission to Request for Proposal #: 22-010 for GRID Public Safety Software

Dear Ms. Lopresti:

Attached to this letter you will find the complete contract and supporting documentation for the GRID Public Safety Software project. The documentation consists of:

- Motorola Solution's submission to RFP #22-010, dated 12-22-2021
- Motorola Solution's revised and final pricing which updates Section 8 of the RFP submission, dated 3-4-2022
- Final negotiated Master Customer Agreement ("MCA"), which includes the Equipment Purchase and Software License Addendum, Software Products Addendum, Subscription Software Addendum, Shared Agency Agreement, and the Maintenance and Support Agreement.

League City may accept this agreement by countersigning and dating the Master Customer Agreement ("MCA") and the Maintenance and Support Agreement and returning it to me (electronic submission is acceptable). In addition, League City may also provide proof of funding in the form of a Purchase Order for the City's entire amount, including the maintenance and support term which will be invoiced annually. Alternatively, the City can indicate via email that a partial PO or no PO will be issued and proof of funding for the project (either in entirety and/or annual appropriations) may be found in the Clerk's minutes of the City Council approval of this project. The pricing and proposal validity remain unchanged from our prior submission.

We thank you for the long standing partnership and look forward to continuing to serve the needs of League City, the GRID Consortium, and the citizens who depend on you each day.

Sincerely,
MOTOROLA SOLUTIONS, INC.

A handwritten signature in blue ink, appearing to read 'Micah Applewhite', written over a light blue horizontal line.

Micah Applewhite
MSSI Vice President and Director, Software Sales



MOTOROLA SOLUTION'S SUBMISSION TO RFP #22-010, DATED 12-22-2021



Proposal

League City, TX

GRID Public Safety Software

Request for Proposal #: 22-010

December 22, 2021

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

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Section 4: Response to RFP

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Section 2.0: Functional Requirements Response

Exhibit A-1: Functional Requirements Spreadsheet
(Included as separate Excel document)

Section 3.0: Infrastructure Requirements Response

Section 4.0: Service and Maintenance Requirements

Section 5.0: Performance Requirements

Section 6.0: Implementation Requirements

Section 7.0 Contract Requirements

Section 8.0 Price Requirements

Section 9.0 Additional Documentation

Exhibit 1: System Description & GIS Requirements Addendum

Exhibit 2: Implementation Plan and Statement of Work

Exhibit 3: Sample Functional Validation Plan
(Included as separate Excel document)

Exhibit 4: Training Plan

Exhibit 5: Sample Project Schedule



MOTOROLA SOLUTIONS

Section 1

Cover Letter

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 1

Cover Letter 1-1

Section 1

Cover Letter

Motorola Solutions' Cover Letter is on the following pages.



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

December 22, 2021

Liz Lopresti
Purchasing Manager
League City Purchasing
300 W. Walker Street
League City, TX 77573

RE: Motorola Response for Request for Information Regarding Records Management System

Dear Ms. Lopresti:

Motorola Solutions Inc. ("Motorola") is pleased to present this response to your Request for Proposal 22-010 regarding the GRID Public Safety Software. We have endeavored to provide as thorough a response as possible and are confident that our Public Safety Platform will fulfill the needs stated in your documentation.

As the industry's premier supplier of integrated public safety solutions, Motorola possesses many unique capabilities. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex needs while contributing to your organizational safety and effectiveness. Motorola and League City have been partners for many years in providing mission-critical communications that enhance the lives and safety of your community.

Motorola Solutions' proposal includes this cover letter and is subject to the terms and conditions of the attached System and Services Agreement, together with its Exhibits. This proposal shall remain valid for a period of 270 days from the date of this cover letter.

We would be pleased to address any concerns that you may have regarding the proposal. Any technical, pricing, or contractual questions can be directed to Diane Culverhouse (303.506.7249 OR diane.culverhouse@motorolasolutions.com).

Motorola looks forward to the opportunity to work with League City and the GRID Consortium members as well as continuing our long lasting partnership.

Sincerely,
MOTOROLA SOLUTIONS, INC.

A handwritten signature in blue ink, appearing to read 'Micah Applewhite', written over a light blue circular background.

Micah Applewhite
MSSI Vice President and Director, Software Sales



MOTOROLA SOLUTIONS

Section 2

Executive Summary

GRID Public Safety Software

December 22, 2021

League City, TX

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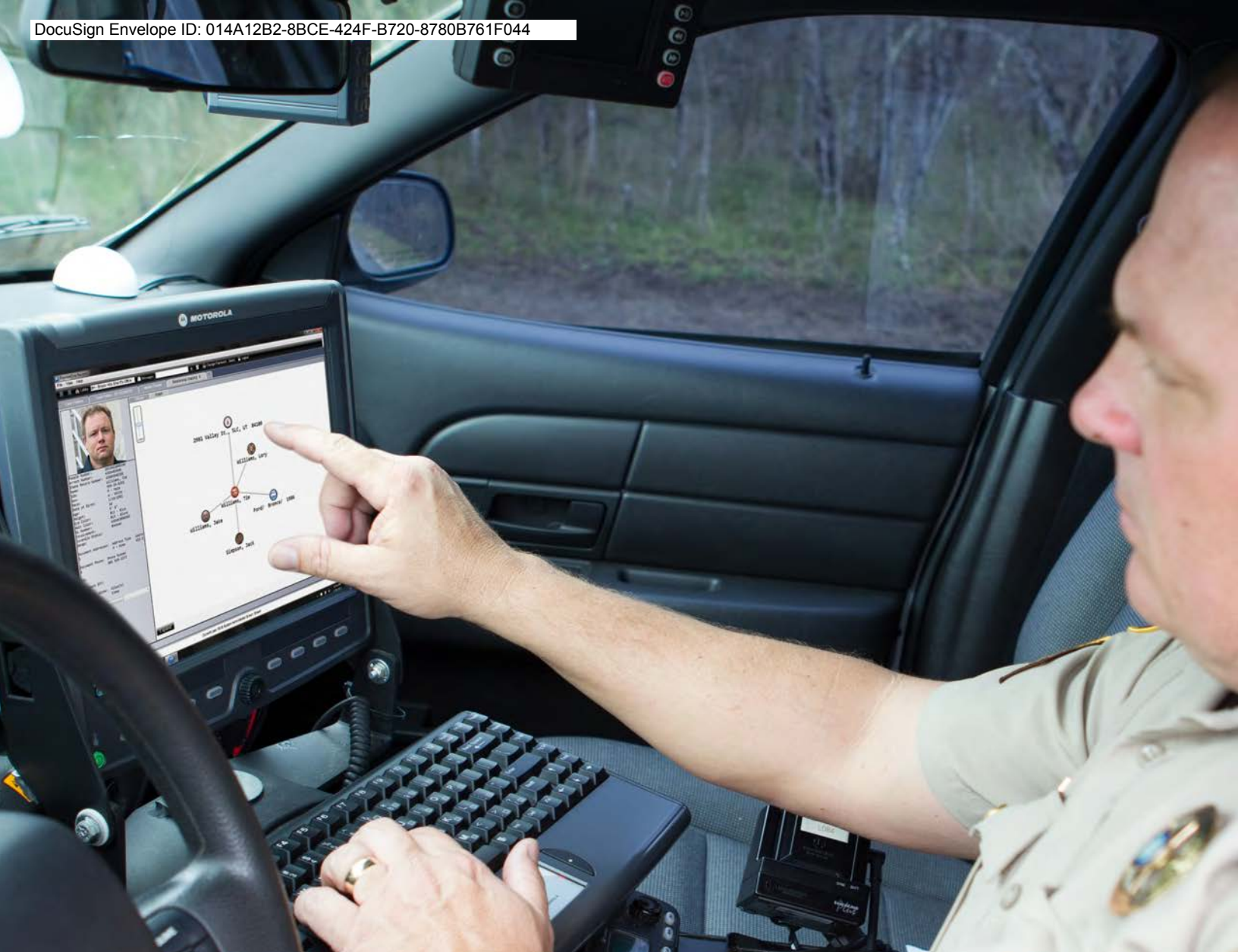
Section 2

Executive Summary..... 2-1

Section 2

Executive Summary

Motorola Solutions' Executive Summary is on the following pages.



GRID CONSORTIUM LEAGUE CITY

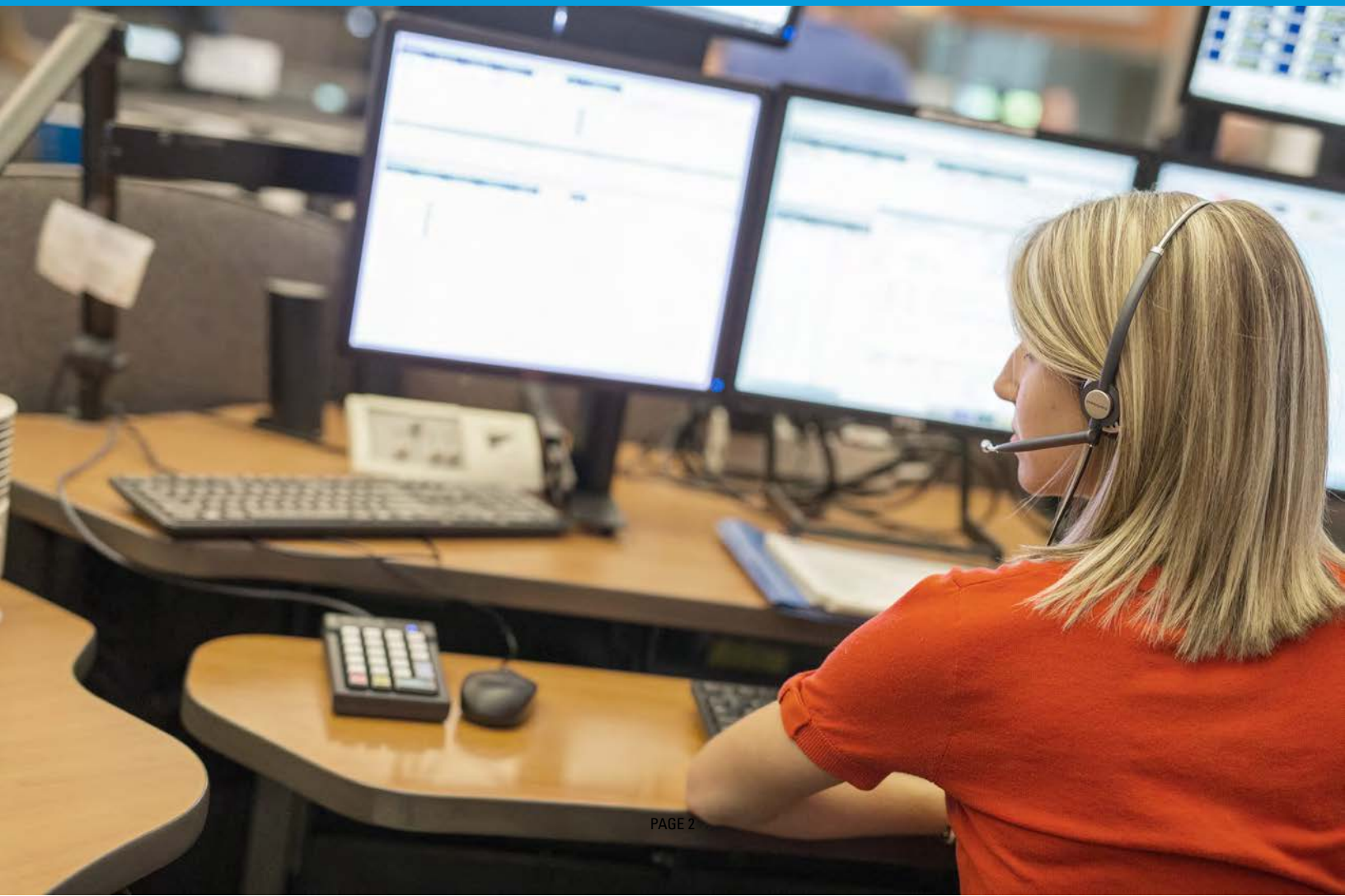
PremierOne CAD, Mobile and Records



Save Clicks, Save Time, Save Lives

Our mission is to partner with League City and the GRID Consortium agencies recognizing the importance of achieving the mission outlined in your Public Safety Strategic Plan of "Maintaining a Safe and Desirable Community." We will do this by providing a proven turnkey, state-of-the-art solution built to best support the GRID's public safety agencies and your ability to effectively apply technology for efficiency in your practices improving the outcomes for the citizens you serve and your first responders. This proposed solution is fully featured, fully redundant, and includes the latest technology. Motorola Solutions offers the GRID a system designed to improve data accuracy, streamline information gathering, and enable users to operate the system to its full potential. Motorola is confident it can deliver the GRID a new beginning by partnering with a vendor that:

- **Shares common values**
- **Provides a Solution that exceeds your expectations**
- **Proven Experience and Stability**



STRENGTH THROUGH UNIFIED VALUES



PROMOTE TRUST AND ACCOUNTABILITY

In our company's 90-year history, we have maintained an unprecedented success rate for new system implementations. Our continued growth in recent years can be attributed to both our powerful solution and the unmatched support our customers have come to rely on.



PLAN RESPONSIBILITY AND DECISIVELY

We embrace best and safe practices. First responders can be in danger at any moment of any day. Whatever the situation, public safety operations depend on immediate access to the best information available. Saving time and lives. PremierOne streamlines the capture, correlation and real-time distribution of mission critical information for improved dispatch decision-making and increased responder awareness and safety.



MAINTAIN "WORLD CLASS" CUSTOMER SERVICE

Motorola Solutions has implemented hundreds of public safety solutions throughout the U.S. supporting multi-discipline organizations. Our experience has taught us that the key to a successful relationship is careful and systematic planning and tracking, regular meetings and reports, and above all, continuous communications with you, our customer.



PROMOTE A "HEALTHY" COMMUNITY

The Motorola Solutions Foundation is the philanthropic arm of Motorola Solutions. With employees located around the globe, Motorola seeks to benefit the communities where it operates. The Foundation achieves this by making strategic grants, forging strong community partnerships and fostering innovation.

OUR PEOPLE

The key to our success.

With approximately 3000 employees spread across the state, Texas is the second largest concentration of Motorola Solutions employees in the world, outside of our corporate headquarters in Chicago. Motorola has 11 offices in Texas and we have a personal stake in the State of Texas that we call home.

Our project team will be the GRID's partner for the entire life of the system, from planning and designing the system in the proposal stage to deploying and integrating the solution as quickly, efficiently, and cost-effectively as possible without subordinating quality, cost or schedule.

An Ideal Solution

Motorola recognizes that the Gulf Coast Regional Dispatch and Information Consortium has come together to purchase a multi-agency Public Safety Suite. We understand that there are also times when agencies need to have their own autonomy. Motorola's experience implementing multi-agency deployments with PremierOne offers the best of both scenarios: (1) CAD and Records system built for multiple agencies; and (2) Granular security that enables agencies to provide access and share information down to the module and individual document.

In today's ever evolving world of public safety with a global pandemic, civil unrest and a country more divided than we have ever been before, thank you for showing up every day to continue to lead us through these unprecedented times. It has been these times that agencies have had to rely upon their technology to help them be agile and easily adapt to new expectations from the public.

As new software applications are acquired to help achieve improvements, it can introduce new complexity. Think about the adoption process and what it took to integrate your current technology and maintain them. And, think of the "bone yard" of technologies that were implemented over the years that required too many resources or specific knowledge to manage and maintain. Going forward, this is not sustainable. This is not how to get the most value out of technology. Instead, leverage existing core technologies that are ready to evolve.

Flexibility - Achieve a greater level of tailoring at each agency level. Designed from the ground up to meet your agency's needs, today and tomorrow.

Transparency - PremierOne is proven software to manage multiple communications centers, manage multiple agency types, and multiple agencies within agency types. Sophisticated security controls provide the ability to access and control necessary information and features without jeopardizing the integrity and protection of data.

Enhanced Safety - Situational awareness is increased helping to provide a safer community and safer working environment. A single view of all public safety activity ensures there is no delay in coordination between agencies. Mobility is critical. With a multitude of software applications on iOS and Android platforms, agencies can take advantage of their software in non-traditional ways.

Reliability - In an industry where solutions are becoming ever more complex and reliance on experience and leadership is more critical now than ever, Motorola Solutions' stability provides a critical success factor in considering your next public safety project. We are proud of our implementation and support track record. In our company's 90-year history, we have maintained an unprecedented success rate for new system implementations.

Efficiency - A unified platform dramatically increases efficiency across your dispatch centers, records management and responders. Responders will spend less time with their heads down filling out reports and more time engaging with the community.

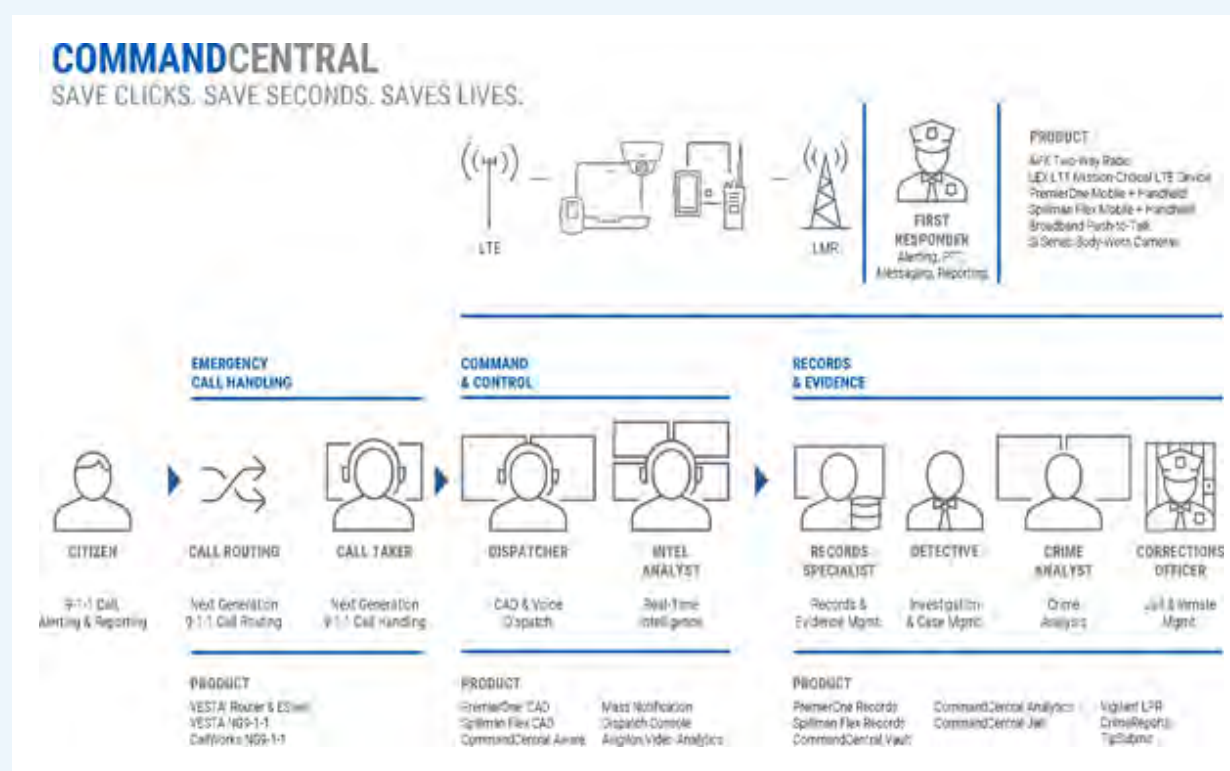
Providing responders with these tools will enable data collection which we know is vital but do so in a way that doesn't leave employees looking for work arounds and shortcuts.

Additional Capabilities for the GRID

Motorola Solutions is a provider of integrated software that breaks down the barrier of siloed applications. We have built an integrated public safety suite of solutions that enhances the user's experience, regardless of where they are in the public safety workflow, to make their job easier and to be more efficient. In addition to the features already mentioned, Motorola's PremierOne integrates with our entire suite of Public Safety communications offerings, to broaden first responder capabilities and create a true, end-to-end solution for emergency management. This means that stored data and video could be easily accessed from PremierOne Records and combined with on-scene data from video sources, as well as NG911 communications and other assets, to coordinate future emergency response - before being tagged and stored once again for subsequent incident analysis.

Unified and Simplified Public Safety Data

Motorola's CommandCentral software unifies and simplifies a complex public safety environment with disparate applications and tools to integrate workflows and streamline operations to make public safety support smarter.



The picture above shows how extensive the CommandCentral Platform is; from incident initiation through case closed and everything in between. No other solution provider has the breadth of integrated applications, ensuring information flow, efficiency and safety of the users.

CommandCentral Aware

CommandCentral Aware provides a complete operating picture, integrating real-time intelligence remotely in the command center to assist officers in the field. Voice, data and video can be monitored simultaneously by a single analyst to supervise threats or head off trouble on the streets, providing immediate situational awareness for responders.

CommandCentral Evidence

CommandCentral Evidence is more than just storage, it is a true end-to-end digital content management. All digital content is securely stored, simple to search and manage, and easy to share with other agencies, judicial partners, personnel, citizens, and media dependent on agency policy. It aggregates digital evidence from a variety of multimedia sources (body-worn video, in-car video, surveillance video, crime scene photos, digitized audio files, digitized documents, etc.) and securely stores them in a single place. All evidence access is role-based by user group permissions that are configurable. The Consortium agencies will be able to capture, tag, search, review, manage, secure, and share digital evidence simply and efficiently.

CommandCentral Community

Motorola Solutions' CommandCentral Community Standard enhances the partnership between your agency and the community. As the foundation for transparent community engagement, this solution streamlines the flow of information between your agency and the people you serve. CommandCentral Community's toolkit helps build public trust and push your investment further. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

The CommandCentral Community experience centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important information is streamlined to make engagement easier.

TipSubmit Public Submissions

CommandCentral Community allows the public to submit information online with an easy-to-use interface. There are multiple self-service options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency decides which forms to deploy and how to personalize these forms with built-in form management tools.

The public submits the available forms from CityProtect online. Another option for anonymous tipping is SMS submissions. All of these submissions build a more accurate operating picture. These submissions are managed centrally in CommandCentral TipManager which automatically saves digital content to CommandCentral Evidence.

Crime Map

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from PremierOne CAD or RMS to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. CommandCentral Community's Crime Map provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

Camera Registration

The Camera Registration module allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts can be visualized in CommandCentral Investigate.

CommandCentral Investigate

CommandCentral Investigate is a next-generation crime analysis and intelligence system that will help you uncover actionable insights to effectively allocate resources and fight crime.

CommandCentral Investigate, powered by LexisNexis, integrates with your existing data sources, leverages inter-jurisdictional data, and includes integrated search of billions of public records from over 10,000 sources. It also provides highly configurable experiences with purpose-built tools for roles across your agency.

By using CommandCentral Investigate, detectives can easily use link analysis across datasets to assist in tracking down leads and closing cases. Command staff can quickly identify emerging trends and, with the help of analysts, better understand those patterns and develop proactive initiatives to effectively address them.

This is a cloud-based product, subscribed to as-a-service. It is highly accessible and cost-effective with predictable pricing. Product updates are seamless with new capabilities being delivered regularly. And, the cloud also provides security, reliability, and availability that keeps you operationally ready.

CommandCentral Investigate includes a professional services engagement for implementation and deployment, and is built upon our operational experience, tools, and leading practices, developed over our 90+ year history of working side-by-side with public safety.

Motorola Solutions enables the CommandCentral Investigate service during the order process. LexisNexis accreditation is required to be completed by the Consortium prior to the start of the project.

Key Features & Functionality

- PremierOne CAD / RMS Integration
- Configurable, Role-Based Experiences
- Robust Data Visualization
- Easy Project Sharing
- Inter-Jurisdictional Data Sharing
- Cloud-Based & Delivered as-a-Service
- Granular Data Manipulation & Detail (140 Data Points Supported)
- Accurant for Law Enforcement Enterprise Subscription
- Access to Over 10,000 Public Records for 267M+ People
- Flexible Analysis Project Creation
- Advanced Link Analysis
- CommandCentral Platform Integration

Avigilon

Avigilon designs, develops and manufactures advanced security surveillance solutions including video analytics, network video management software and hardware, surveillance cameras and access control solutions for commercial and government customers. Avigilon's security solutions are made in America and promise quality and secure technology through data and system technology through data and system integrity. Additionally, key integrations between Avigilon and Motorola Solutions CommandCentral public safety software increase situational awareness within a facility or on the streets and enhance operations and workflows.

Vigilant

Increase Awareness, enhance insight and automate workflows with License Plate Recognition (LPR) cameras from Motorola Solutions. LPR cameras take photos of license plates capturing date, time and GPS coordinates of where the photo was taken. This data aids law enforcement agencies (LEAs) in investigations from beginning to end, helping them to solve both minor and serious crimes, ranging from traffic violations to kidnappings ultimately helping them keep communities safe. Our LPR cameras paired with Vigilant PlateSearch software have been trusted by law enforcement for more than 10 years to locate suspect vehicles and solve crimes faster.



AN ENDURING PARTNERSHIP COMMITTED TO YOUR SUCCESS

Motorola Solutions will be the single point of contact for this offering, including all activities during the deployment, integration, training, and long-term support of the solution. This will allow for a more streamlined, efficient deployment and support.

We have partnered with GRID agencies in radio communications and 9-1-1 telephony solutions for many years and have an unmatched legacy of knowledge and experience.

We have a Motorola Solutions service facilities located within the State of Texas that is advantageous for the deployment of our public safety application solution within your preferred schedule. We believe our offering stands out among vendors and positions us as a fully supportive and preferred technology partner. Our experience has taught us that the keys to managing an implementation project are systematic planning and tracking, regular meetings and reports, and—above all—continuous communication with you, our valued customer.

We thank the agencies of the GRID Consortium for your consideration, and look forward to further discussions.

For more information, please visit us on the web at: www.motorolasolutions.com



MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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MOTOROLA SOLUTIONS

Section 3

Required Forms

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 3

Required Forms 3-2

Section 3

Required Forms

Motorola Solutions' Required Forms are on the following pages.

- Proposal Cover Sheet
- Texas Public Information ACT
- Conflict of Interest Questionnaire



Proposal Cover Sheet

Due Date: Tuesday, December 14, 2020 by 10:00 a.m.

Motorola Solutions, Inc.

Name of Firm/Company

Diane Culverhouse

Strategic Sales Account Manager

Agent's Name (Please Print)

Agent's Title

7237 Church Ranch Blvd.; Suite 406

Westminster

CO

80021

Mailing Address

City

State

Zip

(303) 506-7249

diane.culverhouse@motorolasolutions.com

Telephone Number

Email Address

December 21, 2021

Authorized Signature

Date

Proposal Submission Checklist

Proposal submission package shall consist of the following:

- ☒ Proposal Cover Sheet
- ☒ Proposal (If hard copy submitted: one marked original, one marked copy and a flash drive)
- ☒ Cost Proposal Sheet
- ☒ Public Information Act Form
- ☒ Conflict of Interest Questionnaire (if required)

Proposal Certification and Addenda Acknowledgement

Proposer must initial next to each addendum received to verify receipt:

Addendum #1 Received Addendum #2 Received Addendum #3 Received

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

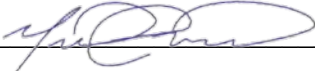
Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- ☐ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☒ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: Section 5: Performance Requirements - Separate Excel File: Ver 4.6 Functional Validation Plan and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Motorola Solutions, Inc.

Signature:  Date: December 21, 2021

Print Name: Micah Applewhite Print Title: MSSI Vice President & Director

FORM CIQ**CONFLICT OF INTEREST QUESTIONNAIRE**
For vendor doing business with local governmental entity**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

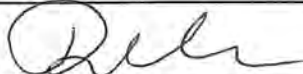
Date Received

1 Name of vendor who has a business relationship with local governmental entity.Motorola Solutions**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3 Name of local government officer about whom the information is being disclosed.**League City, TX City of
Name of Officer**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**Business Relationship**6** ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).****7** 
Signature of vendor doing business with the governmental entity12/20/21
Date



MOTOROLA SOLUTIONS

Section 4

Response to RFP

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 4

Response to RFP

Motorola Solutions' Response to the RFP is on the following pages.

- Section 1.0: Qualifications and References Response
- Section 2.0: Functional Requirements Response
- Section 3.0: Infrastructure Requirements Response
- Section 4.0: Service and Maintenance Requirements
- Section 5.0: Performance Requirements
- Section 6.0: Implementation Requirements
- Section 7.0 Contract Requirements
- Section 8.0 Price Requirements
- Section 9.0 Additional Documentation
 - Exhibit 1: System Description & GIS Requirements Addendum
 - Exhibit 2: Implementation Plan and Statement of Work
 - Exhibit 3: Sample Functional Validation Plan
(Included as separate Excel document due to its size)
 - Exhibit 4: Training Plan
 - Exhibit 5: Sample Project Schedule



Section 1

Qualifications and References Response

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 1

Qualifications and References Response

Describe the firm's qualifications to provide the software described in this RFP, including length of time in business, length of time providing the software and services described in the RFP, descriptions of at least 5 comparable projects in the last 5 years, and at least 5 references (including entity name, contact name, contact phone number, and contact email address). This section should also include information about any additional technology items that might be necessary to this project, that are not included in the RFP as optional add-ons. Any optional add-ons must be included in the pricing sheet.

1.1 Company Qualifications

1.1.1 Company History

Motorola Solutions, Inc. (Motorola Solutions) is a global leader in mission critical communications and public safety applications. Our technology platforms in communications, command center software, video security and analytics, and managed and support services make cities safer and help communities and businesses thrive. For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety with an extensive history of firsts. Our products are found at work across the globe, in a variety of industries including law enforcement, fire, emergency medical services, and education to name a few. Our growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders firmly establishes Motorola Solutions at the leading edge of mission critical communications.



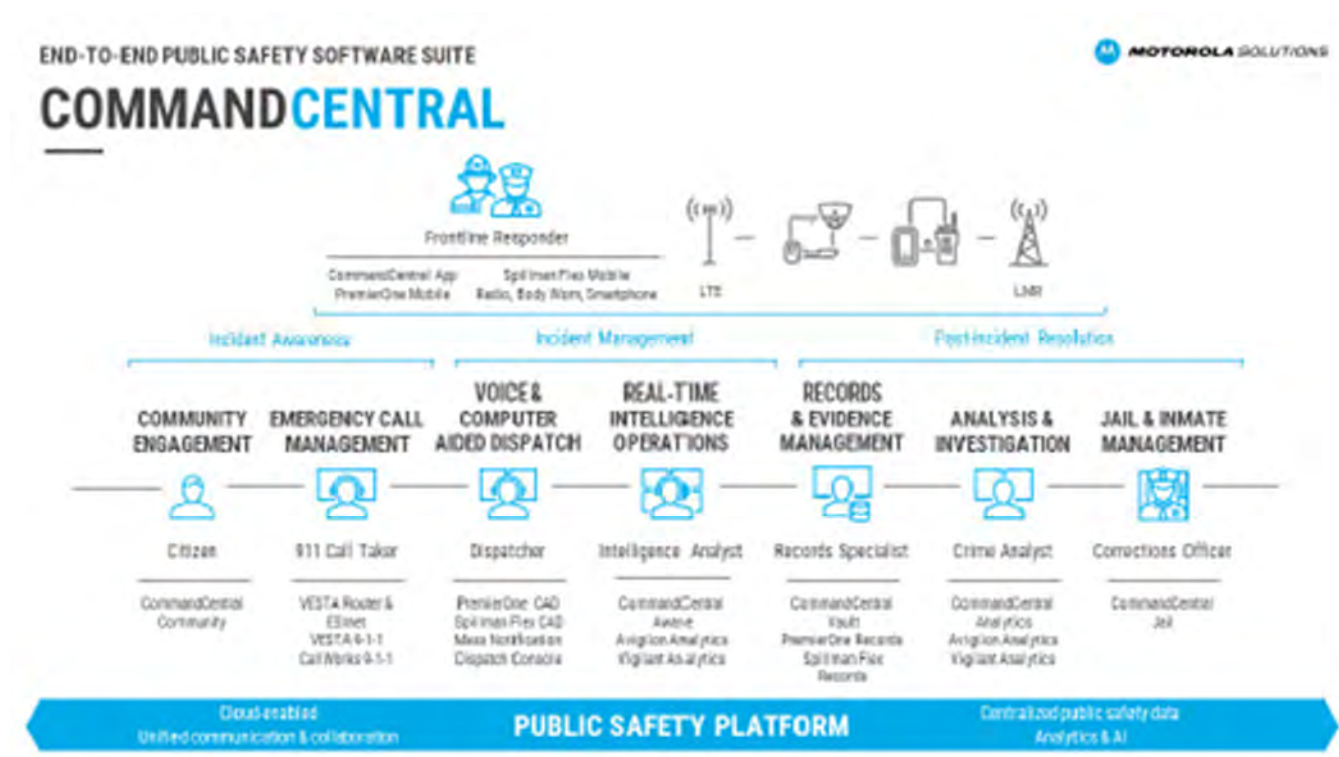
Software History

Motorola Solutions has built, and continues to build, a portfolio that will transform your capabilities. Through acquisitions starting in 1999, Motorola Solutions became a leading supplier of e911/NG 911, Computer-Aided Dispatch (CAD), Records Management (RMS), Mobile Data, and Jail Management (JMS). LPR. Analytics, body cam and fixed video software solutions.

The establishment of the Software Enterprise as a Motorola Solutions business unit in 2017 further refined and focused our software and applications direction, integration, and innovation. Our software portfolio continues to enhance and grow through the development of PremierOne, an integrated suite of applications built with the latest software toolsets.

PremierOne is a feature-rich, highly-configurable software suite developed to meet the needs of agencies like those hosted by the GRID Consortium who require advanced capabilities. Motorola Solutions has continued to invest heavily in developing new software solutions, acquiring market leading software companies, as well as creating integrations and enhancements to improve our public safety software platforms. Motorola Solutions recognized an unmet demand from public safety agencies for a more integrated data workflow between software solutions that are operational in a typical Public-Safety Answering Point (PSAP) work environment. In 2019, Motorola Solutions invested \$680 million in Research and Development to continue to support a true end-to-end public safety software suite.

The PremierOne Suite is an integral part of Motorola Solutions' CommandCentral Platform. As cloud technology develops and becomes more prevalent in the industry, Motorola Solutions allows our customers to adapt at their own pace. If a cloud solution is the right fit right now, Motorola is ready to help make that happen.



1.1.2 Company Background

Motorola Solutions, Inc. is a publicly traded corporation. Our business is managed organizationally through two segments: "Products and Systems Integration" and "Software and Services."

- **LMR Mission Critical Communications:** Infrastructure, devices (two-way radio and broadband) and software that enable communications, inclusive of installation and integration, backed by services, to assure availability, security and resiliency.

- **Command Center Software:** Software suite that enables collaboration and seamless information sharing through the public safety workflow from 911 call to case closure.
- **Video Security and Analytics:** Cameras (fixed, body-worn, in-vehicle), access control, infrastructure, video management, software and artificial intelligence-enabled analytics that enable visibility “on scene” and bring attention to what’s important.

As of December 31, 2020, we employed approximately 18,000 people globally. With operations worldwide, Motorola Solutions maintains manufacturing, sales and administrative facilities in dozens of locations located over 60 countries/regions around the world. Our principal executive offices are located at 500 W. Monroe St., Chicago, Illinois 60661. We have a local office in Houston, TX.

The Company has invested across these three technologies, evolving the Company’s LMR focus to purposefully integrate software, video security and analytics solutions for public safety and enterprise customers globally.

Our strategy is to generate value through the integration of each technology into our ecosystem, uniting voice, software, video and analytics to interoperate. While each technology individually strives to make users safer and more productive, we believe we can enable better outcomes between individuals, businesses and agencies united as one connected system. With our interplay of technologies, our goal is to help remove silos between systems, unify data, streamline workflows, simplify management and support evolving technologies. Examples of such interplay include sharing video feeds from a school to a police command center and officers’ devices in the field to improve situational awareness, uploading field reports or crime scene photos directly into an agency’s evidence system to save administration time, and connecting teams across networks to ensure messages are easily shared and teams can work as one. Our goal is to integrate technologies according to customers’ desired operational outcomes so they can work faster, smarter and more safely. Across all three technologies, we offer cloud-based solutions, cybersecurity services and managed and support services.

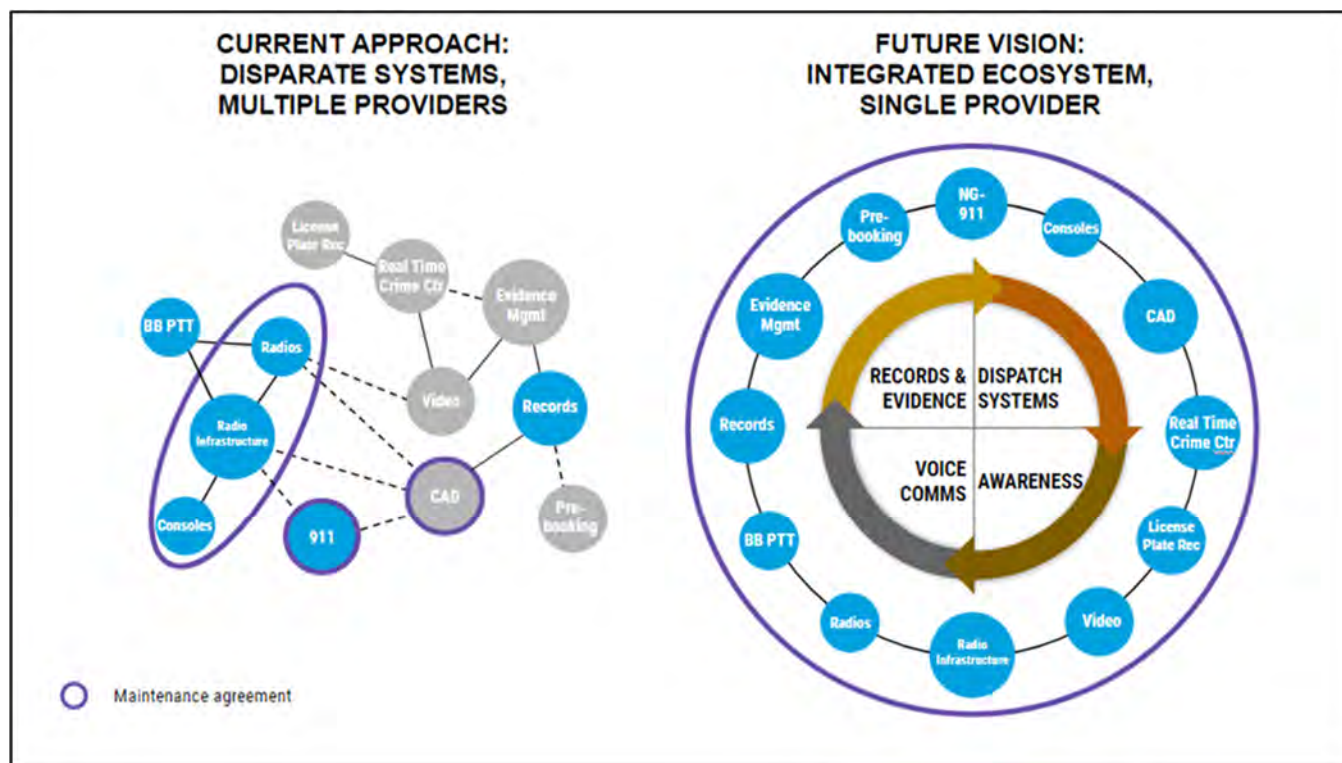
Keeping Communities Safe

Motorola’s Software Suite of 911 Call Taking, CAD, Mobile, Records, Analytics, Jail and other situational awareness applications currently serves approximately two thirds of the US population. It is the industry’s leading resource for emergency response, data capture and analysis, as well as records processing and retention. • An average of more than 38 million crimes have been analyzed and processed by our software from 2017 to 2019. • The top 50 major U.S. cities are supported and protected by our software suite. • Over 215 million citizens have been served and protected by our platform to date.

An emerging trend in Public Safety IT is to move away from separate point solutions and to instead develop a unified ecosystem of public safety solutions across a single platform to strengthen data, infrastructure, and collaboration, and to streamline enhancements and maintenance. This approach provides the following benefits:

- Single vendor full accountability across the ecosystem for day-to-day performance, continual evolution of enhancements, common lifecycle support, and compatible upgrades across the ecosystem.
- Seamless flow of information from call to closure, with delivery of actionable data to all necessary personnel to ensure officer safety.
- Single sign-on for personnel and consistent GUI (graphical user interface) for multiple applications across the dispatch and crime centers.

- Increase in predictive policing successes and decrease in incident response times by intelligently leveraging data across the entire ecosystem.



Our Cloud Approach

We view the move to the cloud as an evolution, not a revolution. We have cloud-based solutions already, such as CommandCentral Evidence (Digital Evidence Management), and CommandCentral Aware (Real-Time Incident management solution), just to name a few. New functionality is also being developed in the cloud for our on-premise solutions as well. Against the backdrop of this understanding, Motorola took a look at the solutions available and what makes sense for the GRID Consortium. The unique requirements required a careful evaluation of the options available. As such, Motorola is offering a hybrid approach, which will bring together the best of both environments.

This year, Motorola released the CommandCentral Suite, which delivers a suite of cloud-native applications. The suite includes cloud native Call Handling, CAD, Records, and Jail applications. In the CommandCentral suite, a unified cloud platform connects all incoming data and accelerates workflows through automation. Applications are consistent, easy-to-use and designed for collaboration and sharing. And intelligent correlation builds the accurate and complete case file as the incident unfolds, so you can respond with the confidence that you have the most complete information, from call to case closure. We recognize that the cloud features do not have parity with Motorola's on-premise solutions at this time. Motorola is diligently working to add features and capabilities to the cloud-based CommandCentral suite of products to achieve parity with on-premise products. We are open to a discussion to create a plan to migrate the GRID Consortium to the cloud when the solution meets all of your needs.

Deep, Proven Integration Across a Wide Range of Solutions

The cloud environment does not yet offer the range of integration offerings available, and proven, with the hybrid environment. For example, First Responder locations via your mission-critical LMR network is not available in today's cloud environment, yet it is available via the Motorola hybrid solution. There are also a number of third-party best-of-breed components that do not yet offer the 'Rest API' approach to the delivery of services in conjunction with a cloud solution.

Avoiding the 'Bleeding Edge'

Another factor to be considered was the sheer number of proven, regional deployments using on-premises approaches versus cloud-based approaches. This lack of deployments is an indication of the potential risk involved due to the lack of experiences and 'lessons learned.' There just has not been any data developed that points to a critical mass of successful deployments in the cloud for major, regional public safety solutions. This lack of data translates into risk. There are other areas where the cloud 'may' offer advantages, but those advantages are unclear and will be highly dependent on the specifics of the solution involved. In both cases, we feel that resilience and modularity is a strength of an on-premise solution.

No Need to Wait for the Cloud to 'Catch Up'

Finally, perhaps the most critical area for consideration is in Time & Functionality. Given the immaturity of public safety solutions delivered in the cloud today, it is unrealistic to expect that many of the key capabilities and integrations will be available in the timeframe needed, as part of a fully cloud-based solution. This is based on Motorola's clear understanding as a vendor engaged in both on-premise and cloud-based public safety solution development, of the state of technology, and the ability of the vendor community to deliver against these requirements.

Gaining the Benefits of Both Worlds - On-Premise AND Cloud-based

Against this backdrop of understanding what is important to the GRID Consortium, Motorola believes the best solution is grounded in the delivery of a hybrid approach that takes advantage of the capabilities of both on-premise and cloud-based components.

1.2 Past Project Descriptions

#1: Las Vegas Metro Police Department

The Las Vegas Metro Police Department ("LVMPD") has more than 4100 sworn police officers and over 5800 employees. LVMPD procured PremierOne Records in September of 2011 and went live in March of 2013. PremierOne CAD was procured and implemented at a later date. One of the goals for LVMPD was to have a reduced training time for their staff and therefore they configured the system to work very closely to how their previous system functioned. Over time, they have made changes to the system to improve processes. These changes have been made by administrators at the agency, with little to no help from Motorola and no additional costs. LVMPD was certified in NIBRS in October of 2020 and initially submitted four months with less than a 4% error rate and are currently reporting NIBRS with a less than 3% error rate.

This implementation went successfully due to a well prepared Cutover Plan that was agreed upon by both Motorola and LVMPD. In addition to the Cutover Plan, a Fall Back Plan was also implemented. Proper staffing during the cutover period is critical to the success of the cutover itself. There were two

key components to staffing. The first was Motorola staffing and the second was staffing by Las Vegas Metro PD. A Role and Responsibility Matrix was created to assign departments or individuals to activity categories, define role responsibilities, and define relationships between groups. Pre-Cutover Activities and Tasks were outlined, such as user training and workstation installs. These were followed up by weekly and then daily meetings leading up to go-live to ensure system and user readiness.

A very important facet of the cutover activities involved the management of City of Las Vegas's end users. To avoid confusion, consistent communication with the users was imperative. The City of Las Vegas developed plans to address the following potential user scenarios:

- Staffing
- Handling Increased Traffic, Noise, and Bodies
- End-User Stress Management
- Expectations for the public, field-users, and end-users
- Department Policy Issues

Motorola Solutions' stability provided a critical success factor in LVMPD's implementation. We are proud of our implementation and support track record. In our company's 90-year history, we have maintained an unprecedented success rate for new system implementations.

#2: Will County, IL

In 2014 Motorola upgraded Will County from legacy Motorola Premier CAD and PMDC Mobile to PremierOne CAD and Mobile. Motorola Solutions was selected after evaluation of available solutions offered by Central Square, Hexagon and other vendors. There are a total of 6 PSAP's with 75 CAD positions and a combined 875,000 annual calls for service on the system. The PremierOne CAD and Mobile also included server hardware with a Disaster Recovery site.

The PremierOne system is utilized by all law, fire and EMS agencies throughout Will County. The main attraction of the PremierOne solution was the ability to replicate much of the functionality in their legacy CAD system, which greatly reduced the learning curve and associated training time, while having a high adoption rate amongst the CAD and mobile user community.

Training of the mobile end users proved to be a challenge leading up to cutover as the County had chosen to use the Train-the-Trainer approach and have a designated person at each agency train the end user population which proved to have an inconsistent result. When the cutover event took place, some agencies encountered wireless connection challenges and users who had not been trained in the final days leading up to the cutover. Motorola and the County combined forces to identify problem areas with hardware and needed follow-up training and were able to resolve those challenges.

#3: Prince Georges County, MD

The Prince Georges County Emergency Communication Center is the Public Safety Answering Point (PSAP) for all 9-1-1 calls placed in the County and dispatchers for County Sheriff, County Fire/EMS and 27 municipal police departments. This center serves a large and diverse population just east of Washington, D.C. This PSAP has a total of 130 CAD positions and a combined 1,200,000 annual calls for service. Motorola Solutions was selected to replace the legacy Tiburon CAD, RMS and Mobile system.

The Tiburon system was over 15 years old and highly customized. The customer had very specific incident workflow processes that they wanted to replicate as much as possible in the new system.

Onsite business process review meetings took place to understand the legacy system incident handling process that allowed Motorola application specialists to configure the PremierOne system to replicate many of those same workflows and associated commands, while also making suggestions on ways to streamline and simplify the incident handling process in the new system. There were discussions with the customer regarding verbal versus contractual documentation. Motorola Solutions provided a detailed list of missing functionality and reviewed each with the County and worked to resolve outstanding features.

#4: Indianapolis, IN - Department of Public Safety Communications

The Indianapolis Department of Public Safety Communications serves approximately 2000 officers, 500 fire personnel and 200 law and fire dispatchers. The project was awarded in December of 2016 with a cutover date of October of 2018. The project scope included PremierOne CAD and Mobile, a disaster recovery site with VDI CAD clients as well as a multitude of interfaces. Motorola dispatch console and radio system integration included to allow for GPS tracking of portable radios during emergency situations and pushing of incident data while first responders are outside of their vehicles. Motorola Solutions was selected over TriTech, Hexagon and other vendors to replace the existing Tiburon CAD and Mobile Data system utilized by City of Indianapolis law, fire and EMS agencies, as well as Marion County Sheriff Department and other surrounding community law and fire agencies. In addition, Hendricks County law and fire agencies utilize this same PremierOne CAD and mobile solution. There are a total of 6 PSAPS and an EOC between the two counties that have a total of 116 CAD dispatch positions and a combined 1,100,000 annual calls for service.

The current Tiburon CAD / mobile system is over 20 years old and highly customized. The customer had very specific incident workflow processes that they wanted to replicate as much as possible in the new system. Onsite business process review meetings took place since project kickoff in Q1, 2017 to understand the legacy system incident handling process that allowed for Motorola application specialists to configure the PremierOne system to replicate many of these same workflows and associated commands, while also making suggestions to ways to streamline and simplify the incident handling process in the new system. Motorola Solutions used a provisioning system to configure the incident workflows and would then meet with the customer to get feedback regarding the configuration. Additional configuration changes were made based upon the customer feedback through multiple iterations.

This same process was used for the mobile environment whereby the mobile user interface for the law and fire agencies will be configured based upon assessments of what is preferred with the existing mobile client interface that will be replicated where possible in the PremierOne mobile client via configuration. The training plan includes just in time training within 30 days of the system cutover event and refresher training. To mitigate the concern of user knowledge retention from application training, Motorola Solutions provided additional multimedia training resources to allow for multiple sessions per shift throughout the 30 day period leading up to the cutover event. CAD training also occurred within the 30 days leading up to cutover and will include parallel sessions per shift.

#5: Cook County, IL

The PremierOne CAD and Mobile system is utilized by the Cook County Sheriff's Office, Illinois State Police, Metra Police as well as multiple suburban law enforcement and fire agencies within Cook County. There are a total of 75 CAD positions and a combined 1,100,000 annual calls for service on the system. The PremierOne CAD and mobile solution included server hardware with a Disaster Recovery site, as well as Motorola dispatch console and radio system integration.

The customer evaluated several vendor solutions for tracking of portable radios and concluded that the only integrated solution was the PremierOne solution offered by Motorola Solutions. This resulted in the County Sheriff requesting justification for a sole source purchase.

The customer's network bandwidth for the Primary to DR site linkage was found to be insufficient for PremierOne CAD operations. Through negotiations, Motorola provided a microwave link between the Primary and DR sites at no cost to the customer to improve bandwidth and network availability.

1.3 References

Reference #1 Prince George's County Police Prince George's County, MD	
Key Contact	Assistant Commander Brendan Gill
Phone	301-516-9954
Email	BPGill@co.pg.md.us
AGENCY SIZE	1500 Sworn
Annual Number of Calls	~1,200,000
Project Scope - Modules / Applications Implemented	PremierOne CAD, Mobile, RMS

Reference #2 Michigan State Police Dimondale, MI	
Key Contact	Joel Sheldon: Statewide Records Management Unit Manager Darren Whitman: Public Safety Enterprise Services
Phone	989-274-2620
Email	sheldonj2@michigan.gov whitmand1@michigan.gov
AGENCY SIZE	2000 Sworn
Annual Number of Calls	~1,000,000
Project Scope - Modules / Applications Implemented	PremierOne CAD, Mobile, RMS, Property & Evidence

Reference #3 Riverside Police Department Riverside, CA	
Key Contact	Captain Chris Wagner
Phone	951-353-7940
Email	cwagner@riversideca.gov
AGENCY SIZE	375 Sworn
Annual Number of Calls	~500,000
Project Scope - Modules / Applications Implemented	PremierOne Records/CAD/Mobile, CommandCentral Analytics, VESTA

Reference #4 Will County, IL	
Key Contact	Dale Murray
Phone	815-725-9409
Email	dmurray@willcounty911.com
AGENCY SIZE	2000 Sworn
Annual Number of Calls	~875,000
Project Scope - Modules / Applications Implemented	PremierOne CAD, Mobile, RMS

Reference #5 Oklahoma Department of Public Safety Oklahoma City, OK	
Key Contact	Major Ronnie Hampton
Phone	580-920-9700
Email	Ronnie.Hampton@dps.ok.gov
AGENCY SIZE	800 Sworn
Annual Number of Calls	~250,000

Reference #5 Oklahoma Department of Public Safety Oklahoma City, OK	
Project Scope - Modules / Applications Implemented	PremierOne CAD, Mobile, RMS, Property & Evidence, PremierOne Handheld and eCitation

1.4 Research and Development

We prioritize investments in R&D to expand and improve our products through both new product introductions and continuous enhancements to our core products. Our R&D programs are focused on the development of: (i) LMR Mission Critical Communications, (ii) Command Center Software and (iii) Video Security and Analytics.

R&D expenditures were \$686 million in 2020, \$687 million in 2019, and \$637 million in 2018. As of December 31, 2020, we had approximately 6,000 employees engaged in R&D activities. In addition, we engage in R&D activities with joint development and manufacturing partners and outsource certain activities to engineering firms to further supplement our internal spend.

1.5 Financial Reports

Motorola has provided Financial Information for the last 3 years on the following pages.

GAAP-1

Motorola Solutions, Inc. and Subsidiaries
Consolidated Statements of Operations
(In millions, except per share amount)

	Three Months Ended	
	December 31, 2020	December 31, 2019
Net sales from products	\$ 1,326	\$ 1,507
Net sales from services	947	870
Net sales	2,273	2,377
Costs of products sales	568	621
Costs of services sales	559	536
Costs of sales	1,127	1,157
Gross margin	1,146	1,220
Selling, general and administrative expenses	343	368
Research and development expenditures	182	182
Other charges	9	26
Intangibles amortization	57	54
Operating earnings	555	590
Other income (expense):		
Interest expense, net	(53)	(55)
Gains (losses) on sales of investments and businesses, net	(1)	1
Other, net	21	(343)
Total other expense	(33)	(397)
Net earnings before income taxes	522	193
Income tax expense (benefit)	109	(51)
Net earnings	413	244
Less: Earnings attributable to noncontrolling interests	1	—
Net earnings attributable to Motorola Solutions, Inc.	\$ 412	\$ 244
Earnings per common share:		
Basic:	\$ 2.43	\$ 1.43
Diluted:	\$ 2.37	\$ 1.39
Weighted average common shares outstanding:		
Basic	169.5	170.9
Diluted	173.5	175.6

	Percentage of Net Sales*	
Net sales from products	58.3 %	63.4 %
Net sales from services	41.7 %	36.6 %
Net sales	100.0 %	100.0 %
Costs of products sales	42.8 %	41.2 %
Costs of services sales	59.0 %	61.6 %
Costs of sales	49.6 %	48.7 %
Gross margin	50.4 %	51.3 %
Selling, general and administrative expenses	15.1 %	15.5 %
Research and development expenditures	8.0 %	7.7 %
Other charges	0.4 %	1.1 %
Intangibles amortization	2.5 %	2.3 %
Operating earnings	24.4 %	24.8 %
Other income (expense):		
Interest expense, net	(2.3)%	(2.3)%
Gains (losses) on sales of investments and businesses, net	— %	— %
Other, net	0.9 %	(14.4)%
Total other expense	(1.5)%	(16.7)%
Net earnings before income taxes	23.0 %	8.1 %
Income tax expense (benefit)	4.8 %	(2.1)%
Net earnings	18.2 %	10.3 %
Less: Earnings attributable to noncontrolling interests	0.1 %	— %
Net earnings attributable to Motorola Solutions, Inc.	18.1 %	10.3 %

* Percentages may not add up due to rounding

Motorola Solutions, Inc. and Subsidiaries
Consolidated Statements of Operations
(In millions, except per share amounts)

	Years Ended		
	December 31, 2020	December 31, 2019	December 31, 2018
Net sales from products	\$ 4,087	\$ 4,746	\$ 4,463
Net sales from services	3,327	3,141	2,880
Net sales	7,414	7,887	7,343
Costs of products sales	1,872	2,049	2,035
Costs of services sales	1,934	1,907	1,828
Costs of sales	3,806	3,956	3,863
Gross margin	3,608	3,931	3,480
Selling, general and administrative expenses	1,293	1,403	1,254
Research and development expenditures	686	687	637
Other charges	31	52	146
Intangibles amortization	215	208	188
Operating earnings	1,383	1,581	1,255
Other income (expense):			
Interest expense, net	(220)	(220)	(222)
Gains (losses) on sales of investments and businesses, net	(2)	5	16
Other, net	13	(365)	53
Total other expense	(209)	(580)	(153)
Net earnings before income taxes	1,174	1,001	1,102
Income tax expense	221	130	133
Net earnings	953	871	969
Less: Earnings attributable to noncontrolling interests	4	3	3
Net earnings attributable to Motorola Solutions, Inc.	\$ 949	\$ 868	\$ 966
<u>Earnings per common share:</u>			
Basic:	\$ 5.58	\$ 5.21	\$ 5.95
Diluted:	\$ 5.45	\$ 4.95	\$ 5.62
<u>Weighted average common shares outstanding:</u>			
Basic	170.0	166.6	162.4
Diluted	174.1	175.6	172.0
Percentage of Net Sales*			
Net sales from products	55.1 %	60.2 %	60.8 %
Net sales from services	44.9 %	39.8 %	39.2 %
Net sales	100.0 %	100.0 %	100.0 %
Costs of products sales	45.8 %	43.2 %	45.6 %
Costs of services sales	58.1 %	60.7 %	63.5 %
Costs of sales	51.3 %	50.2 %	52.6 %
Gross margin	48.7 %	49.8 %	47.4 %
Selling, general and administrative expenses	17.4 %	17.8 %	17.1 %
Research and development expenditures	9.3 %	8.7 %	8.7 %
Other charges	0.4 %	0.7 %	2.0 %
Intangibles amortization	2.9 %	2.6 %	2.6 %
Operating earnings	18.7 %	20.0 %	17.1 %
Other income (expense):			
Interest expense, net	(3.0)%	(2.8)%	(3.0)%
Gains (losses) on sales of investments and businesses, net	— %	0.1 %	0.2 %
Other, net	0.2 %	(4.6)%	0.7 %
Total other expense	(2.8)%	(7.4)%	(2.1)%
Net earnings before income taxes	15.8 %	12.7 %	15.0 %
Income tax expense	3.0 %	1.6 %	1.8 %
Net earnings	12.9 %	11.0 %	13.2 %
Less: Earnings attributable to noncontrolling interests	0.1 %	— %	— %
Net earnings attributable to Motorola Solutions, Inc.	12.8 %	11.0 %	13.2 %

* Percentages may not add up due to rounding

Motorola Solutions, Inc. and Subsidiaries
Consolidated Balance Sheets
(In millions)

	December 31, 2020	December 31, 2019
Assets		
Cash and cash equivalents	\$ 1,254	\$ 1,001
Accounts receivable, net	1,390	1,412
Contract assets	933	1,046
Inventories, net	508	447
Other current assets	242	272
Total current assets	4,327	4,178
Property, plant and equipment, net	1,022	992
Operating lease assets	468	554
Investments	158	159
Deferred income taxes	966	943
Goodwill	2,219	2,067
Intangible assets, net	1,234	1,327
Other assets	482	422
Total assets	\$ 10,876	\$ 10,642
Liabilities and Stockholders' Equity (Deficit)		
Current portion of long-term debt	\$ 12	\$ 16
Accounts payable	612	618
Contract liabilities	1,554	1,449
Accrued liabilities	1,311	1,356
Total current liabilities	3,489	3,439
Long-term debt	5,163	5,113
Operating lease liabilities	402	497
Other liabilities	2,363	2,276
Total Motorola Solutions, Inc. stockholders' equity (deficit)	(558)	(700)
Noncontrolling interests	17	17
Total liabilities and stockholders' equity (deficit)	\$ 10,876	\$ 10,642

Motorola Solutions, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
(In millions)

	Three Months Ended	
	December 31, 2020	December 31, 2019
Operating		
Net earnings	\$ 413	\$ 244
Adjustments to reconcile Net earnings (loss) to Net cash provided by operating activities:		
Depreciation and amortization	109	104
Non-cash other charges (income)	15	8
U.S. pension settlement loss	—	359
Share-based compensation expense	29	31
Loss (gains) on sales of investments and businesses, net	1	(1)
Changes in assets and liabilities, net of effects of acquisitions, dispositions, and foreign currency translation adjustments:		
Accounts receivable	(222)	(109)
Inventories	(16)	14
Other current assets and contract assets	168	(55)
Accounts payable, accrued liabilities, and contract liabilities	263	341
Other assets and liabilities	(8)	(16)
Deferred income taxes	(49)	(125)
Net cash provided by operating activities	703	795
Investing		
Acquisitions and investments, net	(4)	(86)
Proceeds from sales of investments	3	6
Capital expenditures	(66)	(59)
Proceeds from sales of property, plant and equipment	—	7
Net cash used for investing activities	(67)	(132)
Financing		
Repayment of debt	(4)	(604)
Repayment of unsecured revolving credit facility draw	(200)	—
Issuances of common stock	49	32
Purchases of common stock	(171)	(145)
Payment of dividends	(109)	(98)
Net cash used for financing activities	(435)	(815)
Effect of exchange rate changes on cash and cash equivalents	46	13
Net increase (decrease) in cash and cash equivalents	247	(139)
Cash and cash equivalents, beginning of period	1,007	1,140
Cash and cash equivalents, end of period	\$ 1,254	\$ 1,001
Financial Ratios:		
Free cash flow*	\$ 637	\$ 736

*Free cash flow is a non-GAAP financial measure and is calculated as Net cash provided by operating activities - Capital expenditures

Motorola Solutions, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
(In millions)

	Years Ended		
	December 31, 2020	December 31, 2019	December 31, 2018
Operating			
Net earnings	\$ 953	\$ 871	\$ 969
Adjustments to reconcile Net earnings (loss) to Net cash provided by operating activities:			
Depreciation and amortization	409	394	360
Non-cash other charges (income)	(13)	35	56
U.S. pension settlement loss	—	359	—
Share-based compensation expense	129	118	73
Losses (gains) on sales of investments and businesses, net	2	(5)	(16)
Losses from the extinguishment of long-term debt	56	50	—
Gain from the extinguishment of 2.00% senior convertible notes	—	(4)	(6)
Changes in assets and liabilities, net of effects of acquisitions, dispositions, and foreign currency translation adjustments:			
Accounts receivable	90	(79)	62
Inventories	(14)	(74)	71
Other current assets and contract assets	167	49	(251)
Accounts payable, accrued liabilities, and contract liabilities	(116)	198	271
Other assets and liabilities	(25)	(5)	(523)
Deferred income taxes	(25)	(84)	9
Net cash provided by operating activities	1,613	1,823	1,075
Investing			
Acquisitions and investments, net	(287)	(709)	(1,164)
Proceeds from sales of investments	11	16	95
Capital expenditures	(217)	(248)	(197)
Proceeds from sales of property, plant and equipment	56	7	—
Net cash used for investing activities	(437)	(934)	(1,266)
Financing			
Net proceeds from issuance of debt	892	1,804	1,090
Repayment of debt	(914)	(2,039)	(323)
Proceeds from unsecured revolving credit facility draw	800	—	400
Repayment of unsecured revolving credit facility draw	(800)	—	(400)
Issuances of common stock	108	114	168
Purchases of common stock	(612)	(315)	(132)
Settlement of conversion premium on 2.00% senior convertible notes	—	(326)	(169)
Payment of dividends	(436)	(379)	(337)
Payment of dividends to noncontrolling interest	(4)	(3)	(1)
Deferred acquisition costs	—	—	(76)
Net cash provided by (used for) financing activities	(966)	(1,144)	220
Effect of exchange rate changes on cash and cash equivalents	43	(1)	(40)
Net increase (decrease) in cash and cash equivalents	253	(256)	(11)
Cash and cash equivalents, beginning of period	1,001	1,257	1,268
Cash and cash equivalents, end of period	\$ 1,254	\$ 1,001	\$ 1,257
Financial Ratios:			
Free cash flow*	1,396	1,575	878

*Free cash flow is a non-GAAP financial measure and is calculated as Net cash provided by operating activities - Capital expenditures

Motorola Solutions, Inc. and Subsidiaries
Segment Information
(In millions)

Net Sales

	Three Months Ended		% Change
	December 31, 2020	December 31, 2019	
Products and Systems Integration	\$ 1,510	\$ 1,673	(10)%
Software and Services	763	704	8 %
Total Motorola Solutions	\$ 2,273	\$ 2,377	(4)%

Years Ended

	December 31, 2020		% Change
	December 31, 2020	December 31, 2019	
Products and Systems Integration	\$ 4,634	\$ 5,329	(13)%
Software and Services	2,780	2,558	9 %
Total Motorola Solutions	\$ 7,414	\$ 7,887	(6)%

Operating Earnings

	Three Months Ended		% Change
	December 31, 2020	December 31, 2019	
Products and Systems Integration	\$ 351	\$ 426	(18)%
Software and Services	204	164	24 %
Total Motorola Solutions	\$ 555	\$ 590	(6)%

Years Ended

	December 31, 2020		% Change
	December 31, 2020	December 31, 2019	
Products and Systems Integration	\$ 656	\$ 994	(34)%
Software and Services	727	587	24 %
Total Motorola Solutions	\$ 1,383	\$ 1,581	(13)%

Operating Earnings %

	Three Months Ended	
	December 31, 2020	December 31, 2019
Products and Systems Integration	23.2 %	25.5 %
Software and Services	26.7 %	23.3 %
Total Motorola Solutions	24.4 %	24.8 %

Years Ended

	December 31, 2020	
	December 31, 2020	December 31, 2019
Products and Systems Integration	14.2 %	18.7 %
Software and Services	26.2 %	22.9 %
Total Motorola Solutions	18.7 %	20.0 %

Non-GAAP-1

Motorola Solutions, Inc. and Subsidiaries

Non-GAAP Adjustments (Intangibles Amortization Expense, Share-Based Compensation Expenses, and Highlighted Items)

Q1 2020

Non-GAAP Adjustments	Statement Line	PBT (Inc)/Exp	Tax Inc/(Exp)	PAT (Inc)/Exp	EPS impact
Intangibles amortization expense	Intangibles amortization	\$ 53	\$ 13	\$ 40	\$ 0.23
Share-based compensation expenses	Cost of sales, SG&A and R&D	38	9	29	0.17
Hytera-related legal expenses	SG&A	25	6	19	0.11
Reorganization of business charges	Cost of sales and Other charges (income)	18	4	14	0.08
Acquisition-related transaction fees	Other charges (income)	2	—	2	0.01
Legal settlements	Other charges (income)	2	—	2	0.01
Fair value adjustments to equity investments	Other income	(1)	—	(1)	(0.01)
Release of uncertain tax positions	Income tax expense	—	1	(1)	(0.01)
Gain on sale of property, plant, and equipment	Other charges (income)	(50)	(12)	(38)	(0.22)
Total impact on Net earnings		\$ 87	\$ 21	\$ 66	\$ 0.37

Q2 2020

Non-GAAP Adjustments	Statement Line	PBT (Inc)/Exp	Tax Inc/(Exp)	PAT (Inc)/Exp	EPS impact
Intangibles amortization expense	Intangibles amortization	\$ 51	\$ 12	\$ 39	\$ 0.22
Reorganization of business charges	Cost of sales and Other charges (income)	41	10	31	0.18
Share-based compensation expenses	Cost of sales, SG&A and R&D	31	7	24	0.14
Legal settlements	Other charges (income)	7	2	5	0.03
Hytera-related legal expenses	SG&A	5	1	4	0.02
Fixed asset impairment	Other charges (income)	5	1	4	0.02
Acquisition-related transaction fees	Other charges (income)	1	—	1	0.01
Release of uncertain tax positions	Income tax expense	—	(1)	1	0.01
Fair value adjustments to equity investments	Other income	(4)	(1)	(3)	(0.02)
Total impact on Net earnings		\$ 137	\$ 31	\$ 106	\$ 0.61

Q3 2020

Non-GAAP Adjustments	Statement Line	PBT (Inc)/Exp	Tax Inc/(Exp)	PAT (Inc)/Exp	EPS impact
Loss from extinguishment of long-term debt	Other expense	\$ 56	\$ 13	\$ 43	\$ 0.25
Intangibles amortization expense	Intangibles amortization	54	12	42	0.24
Share-based compensation expenses	Cost of sales, SG&A and R&D	31	7	24	0.14
Reorganization of business charges	Cost of sales and Other charges (income)	13	3	10	0.06
Hytera-related legal expenses	SG&A	5	1	4	0.02
Acquisition-related transaction fees	Other charges (income)	5	—	5	0.03
Fair value adjustments to equity investments	Other expense	4	1	3	0.02
Pelco purchase accounting adjustment	Cost of sales	3	1	2	0.01
Sale of investments	(Gain) or loss on sales of investments and businesses, net	1	—	1	—
Total impact on Net earnings		\$ 172	\$ 38	\$ 134	\$ 0.77

Q4 2020

Non-GAAP Adjustments	Statement Line	PBT (Inc)/Exp	Tax Inc/(Exp)	PAT (Inc)/Exp	EPS impact
Intangibles amortization expense	Intangibles amortization	\$ 57	\$ 13	\$ 44	\$ 0.25
Share-based compensation expenses	Cost of sales, SG&A and R&D	29	7	22	0.13
Reorganization of business charges	Cost of sales and Other charges (income)	14	4	10	0.06
Hytera-related legal expenses	SG&A	7	2	5	0.03
Pelco purchase accounting adjustment	Cost of sales	4	1	3	0.02
Investment impairments	Other expense	4	1	3	0.02
Sale of investments	(Gain) or loss on sales of investments and businesses, net	1	—	1	0.01
Acquisition-related transaction fees	Other charges (income)	1	—	1	—
Release of uncertain tax positions	Other income and Income tax expense	(3)	(3)	—	—
Fair value adjustments to equity investments	Other income	(5)	(1)	(4)	(0.03)
Total impact on Net earnings		\$ 109	\$ 24	\$ 85	\$ 0.49

FY 2020

Non-GAAP Adjustments	Statement Line	PBT (Inc)/Exp	Tax Inc/(Exp)	PAT (Inc)/Exp	EPS impact
Intangibles amortization expense	Intangibles amortization	\$ 215	\$ 50	\$ 165	\$ 0.95
Share-based compensation expenses	Cost of sales, SG&A and R&D	129	30	99	0.57
Reorganization of business charges	Cost of sales and Other charges (income)	86	21	65	0.37
Loss from extinguishment of long-term debt	Other expense	56	13	43	0.25
Hytera-related legal expenses	SG&A	42	10	32	0.18
Legal settlements	Other charges (income)	9	2	7	0.04
Acquisition-related transaction fees	Other charges (income)	9	—	9	0.05
Pelco purchase accounting adjustment	Cost of sales	7	2	5	0.03
Fixed asset impairment	Other charges (income)	5	1	4	0.02
Investment impairments	Other expense	4	1	3	0.02
Sale of investments	(Gain) or loss on sales of investments and businesses, net	2	—	2	0.01
Release of uncertain tax positions	Other income and Income tax expense	(3)	(3)	—	—
Fair value adjustments to equity investments	Other income	(6)	(1)	(5)	(0.03)
Gain on sale of property, plant, and equipment	Other charges (income)	(50)	(12)	(38)	(0.22)
Total impact on Net earnings		\$ 505	\$ 114	\$ 391	\$ 2.24

Non-GAAP-2

Motorola Solutions, Inc. and Subsidiaries
Non-GAAP Segment Information
(In millions)

Net Sales

	Three Months Ended		
	December 31, 2020	December 31, 2019	% Change
Products and Systems Integration	\$ 1,510	\$ 1,673	(10)%
Software and Services	763	704	8 %
Total Motorola Solutions	\$ 2,273	\$ 2,377	(4)%

Years Ended

	Years Ended		
	December 31, 2020	December 31, 2019	% Change
Products and Systems Integration	\$ 4,634	\$ 5,329	(13)%
Software and Services	2,780	2,558	9 %
Total Motorola Solutions	\$ 7,414	\$ 7,887	(6)%

Non-GAAP Operating Earnings

	Three Months Ended		
	December 31, 2020	December 31, 2019	% Change
Products and Systems Integration	\$ 408	\$ 484	(16)%
Software and Services	259	223	16 %
Total Motorola Solutions	\$ 667	\$ 707	(6)%

Years Ended

	Years Ended		
	December 31, 2020	December 31, 2019	% Change
Products and Systems Integration	\$ 880	\$ 1,173	(25)%
Software and Services	955	802	19 %
Total Motorola Solutions	\$ 1,835	\$ 1,975	(7)%

Non-GAAP Operating Earnings %

	Three Months Ended	
	December 31, 2020	December 31, 2019
Products and Systems Integration	27.0 %	28.9 %
Software and Services	33.9 %	31.7 %
Total Motorola Solutions	29.3 %	29.7 %

Years Ended

	Years Ended	
	December 31, 2020	December 31, 2019
Products and Systems Integration	19.0 %	22.0 %
Software and Services	34.3 %	31.4 %
Total Motorola Solutions	24.8 %	25.0 %

Non-GAAP-3

Motorola Solutions, Inc. and Subsidiaries
Operating Earnings after Non-GAAP Adjustments

Q1 2020

	TOTAL	Products and Systems Integration	Software and Services
Net sales	\$ 1,655	\$ 993	\$ 662
Operating earnings ("OE")	\$ 259	\$ 92	\$ 167
Above-OE non-GAAP adjustments:			
Intangibles amortization expense	53	12	41
Share-based compensation expenses	38	27	11
Hytera-related legal expenses	25	25	—
Reorganization of business charges	18	14	4
Acquisition-related transaction fees	2	1	1
Legal settlements	2	2	—
Gain on sale of property, plant, and equipment	(50)	(50)	—
Total above-OE non-GAAP adjustments	88	31	57
Operating earnings after non-GAAP adjustments	\$ 347	\$ 123	\$ 224
Operating earnings as a percentage of net sales - GAAP	15.6 %	9.3 %	25.2 %
Operating earnings as a percentage of net sales - after non-GAAP adjustments	21.0 %	12.4 %	33.8 %

Q2 2020

	TOTAL	Products and Systems Integration	Software and Services
Net sales	\$ 1,618	\$ 968	\$ 650
Operating earnings ("OE")	\$ 218	\$ 49	\$ 169
Above-OE non-GAAP adjustments:			
Intangibles amortization expense	51	12	39
Reorganization of business charges	41	33	8
Share-based compensation expenses	31	22	9
Legal settlements	7	7	—
Hytera-related legal expenses	5	5	—
Fixed asset impairment	5	3	2
Acquisition-related transaction fees	1	—	1
Total above-OE non-GAAP adjustments	141	82	59
Operating earnings after non-GAAP adjustments	\$ 359	\$ 131	\$ 228
Operating earnings as a percentage of net sales - GAAP	13.5 %	5.1 %	26.0 %
Operating earnings as a percentage of net sales - after non-GAAP adjustments	22.2 %	13.5 %	35.1 %

Q3 2020

	TOTAL	Products and Systems Integration	Software and Services
Net sales	\$ 1,868	\$ 1,163	\$ 705
Operating earnings ("OE")	\$ 352	\$ 164	\$ 188
Above-OE non-GAAP adjustments:			
Intangibles amortization expense	54	12	42
Share-based compensation expenses	31	22	9
Reorganization of business charges	13	10	3
Acquisition-related transaction fees	5	3	2
Hytera-related legal expenses	5	5	—
Pelco purchase accounting adjustment	3	3	—
Total above-OE non-GAAP adjustments	111	55	56
Operating earnings after non-GAAP adjustments	\$ 463	\$ 219	\$ 244
Operating earnings as a percentage of net sales - GAAP	18.9 %	14.1 %	26.7 %
Operating earnings as a percentage of net sales - after non-GAAP adjustments	24.8 %	18.8 %	34.6 %

Q4 2020

	TOTAL	Products and Systems Integration	Software and Services
Net sales	\$ 2,273	\$ 1,510	\$ 763
Operating earnings ("OE")	\$ 555	\$ 351	\$ 204
Above-OE non-GAAP adjustments:			
Intangibles amortization expense	57	13	44
Share-based compensation expenses	29	21	8
Reorganization of business charges	14	11	3
Hytera-related legal expenses	7	7	—
Pelco purchase accounting adjustment	4	4	—
Acquisition-related transaction fees	1	1	—
Total above-OE non-GAAP adjustments	112	57	55
Operating earnings after non-GAAP adjustments	\$ 667	\$ 408	\$ 259
Operating earnings as a percentage of net sales - GAAP	24.4 %	23.2 %	26.7 %
Operating earnings as a percentage of net sales - after non-GAAP adjustments	29.3 %	27.0 %	33.9 %

FY 2020

	TOTAL	Products and Systems Integration	Software and Services
Net sales	\$ 7,414	\$ 4,634	\$ 2,780
Operating earnings ("OE")	\$ 1,383	\$ 656	\$ 727
Above-OE non-GAAP adjustments:			
Intangibles amortization expense	215	49	166
Share-based compensation expenses	129	92	37
Reorganization of business charges	86	68	18
Hytera-related legal expenses	42	42	—
Legal settlements	9	9	—
Acquisition-related transaction fees	9	4	5
Fixed asset impairment	5	3	2
Pelco purchase accounting adjustment	7	7	—
Gain on sale of property, plant, and equipment	(50)	(50)	—
Total above-OE non-GAAP adjustments	452	224	228
Operating earnings after non-GAAP adjustments	\$ 1,835	\$ 880	\$ 955
Operating earnings as a percentage of net sales - GAAP	18.7 %	14.2 %	26.2 %
Operating earnings as a percentage of net sales - after non-GAAP adjustments	24.8 %	19.0 %	34.3 %

Motorola Solutions, Inc. and Subsidiaries
Non-GAAP Organic Revenue
(In millions)

	Three Months Ended		% Change
	December 31, 2020	December 31, 2019	
Net sales	\$ 2,273	\$ 2,377	(4)%
Non-GAAP adjustments:			
Sales from acquisitions	60	—	
Organic revenue	\$ 2,213	\$ 2,377	(7)%

	Year Ended		% Change
	December 31, 2020	December 31, 2019	
Net sales	\$ 7,414	\$ 7,887	(6)%
Non-GAAP adjustments:			
Sales from acquisitions	291	88	
Organic revenue	\$ 7,123	\$ 7,799	(9)%



MOTOROLA SOLUTIONS

Section 2

Functional Requirements Response

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 2

Functional Requirements Response

Respond to section 2. Include any relevant information directly related to meeting the functional requirements described in this RFP. The Functional Requirements Response Forms should also be included in this section.

2.1 Introduction

Motorola Solutions Response

Understood.

2.2 Current Environment

2.2.1 System Overview

Motorola Solutions Response

Understood.

2.2.2 Interfaces and Migration Plan

Motorola Solutions Response

Understood.

2.2.3 Current Infrastructure and Technical Environment

Motorola Solutions Response

Understood.

Motorola Solutions has included the current hardware and software specifications required to meet the needs of this solution. Motorola Solutions' solution is architected around an exacting set of requirements that enable the system to provide the performance and reliability presented in our offer and as such any Customer-supplied components must adhere to Motorola Solutions' exact hardware and software specifications.

2.2.4 Current Network Environment

Motorola Solutions Response

Understood.

Motorola Solutions has included the current hardware and software specifications required to meet the needs of this solution. Motorola Solutions' solution is architected around an exacting set of requirements that enable the system to provide the performance and reliability presented in our offer and as such any Customer-supplied components must adhere to Motorola Solutions' exact hardware and software specifications.

2.3 Migration from Current System

Motorola Solutions Response

Understood.

Please refer to the PremierOne System Description, included as Exhibit 1 in Section 9: Additional Documentation for a complete description of the proposed migration and solution.

2.4 Future Direction

2.4.1 Application Systems

Motorola Solutions Response

Understood.

2.4.2 Infrastructure and Network

Motorola Solutions Response

Motorola Solutions is proposing an on-premise solution, The PremierOne solution and any ancillary components required will be installed in the League City data center.

Motorola Solutions has also included an optional PremierOne Disaster Recovery solution.

2.4.3 System Backup

Motorola Solutions Response

The system's Backup and Recovery subsystem includes online storage and a means to back up the system offline through Nimble Storage and HPe StoreOnce disk arrays. Our system design provides storage area arrays that are utilized by the host servers for storage and for online backups with near real-time data recovery.

The system includes an HPe StoreOnce Enterprise-class Backup and Recovery system. This system uses backup to disk and data deduplication techniques to enable high-speed backup of Big Data sets. The HPe StoreOnce is controlled by an application server running HPe Data Protector software for the purposes of application and database server backup and recovery. In addition, this backup system provides mechanisms for data encryption for offsite storage as needed. Best Practices and Motorola Solutions' recommendation are to locate this device in an alternative geo-diverse location from the system.

2.5 Functional Requirements

2.5.1 Overall Functional Requirements

- Industry Standard Architecture
- High Availability
- Secure
- Web-based Architecture
- Scalable
- Full Integration
- Workflow Functionality
- Relational Database Management System
- Data Integrity and Validation Tools
- External Integration Flexibility

Motorola Solutions Response

Understood.

2.5.2 Software Functional Requirements

Excel Spreadsheet

Motorola Solutions Response

Understood.

2.5.3 Radio Network

- Vendor must confirm with the Harris County Regional Radio Network that everything is in place or will be in place at no additional cost to the GRID agencies.
- Vendor will supply any GRID agency the necessary flashes for their radios in order to interface with CAD at no additional cost to the GRID agencies.

Motorola Solutions Response

Understood.

2.6 A-1 – Functional Requirements Spreadsheet

Motorola Solutions has included the A-1: Functional Requirements Spreadsheet in its original Excel format with our RFP Response.



Section 3

Infrastructure Requirements

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 3

Infrastructure Requirements Response

Respond to section 2. Include any relevant information directly related to meeting the functional requirements described in this RFP. The Functional Requirements Response Forms should also be included in this section.

3.1 Introduction

This section describes the servers, peripherals, data communications equipment, hosting environments, performance and reliability requirements, and workstations required for operation of the proposed system(s) to support the application software requirements, volumes, and processing characteristics defined previously.

Use Section 3 to develop an understanding of the existing and future environment. Respond to each of the points as described in the section by using the attached response forms. Vendor-Hosted and On-Premises solutions should respond to their respective sections as labelled, and Vendors able to provide either option should respond to both sections.

Motorola Solutions Response

Understood.

3.2 System Architecture

Provide an introductory narrative of how the proposed system meets the overall objectives and functional requirements. It should cover the main features and benefits that distinguish your system. Vendors may propose either or both of the following system integration options:

- A. On-Premises - The Consortium purchases software and implementation services from the Vendor, but elects to implement on the City's infrastructure; or
- B. Vendor-Hosted SaaS—The Consortium purchases the Vendor's SaaS services. Sections corresponding to each proposal type are labelled in accordance with this (On-Premise solutions must respond to all sections with numbering that includes A, while Vendor-Hosted SaaS solutions should respond to all sections with numbering including B). Vendors capable of providing either solution should respond to both.

For both On-Premises and Vendor-Hosted solutions, after the introductory paragraph, expand upon your plan for future system enhancements; your investment plans reflect your company's commitment to the long-term viability of the system architecture. The installed system must be capable of expansion in a modular and incremental fashion.

If proposing an On-Premises solution, your response should include a System Diagram that depicts the overall design of the system.

If proposing a Vendor-Hosted solution, your response should include a Multi-Data Center Topology Diagram depicting the Vendor's primary and backup data center locations and the method by which the connection is routed to primary data center as well as to how the connection is rerouted to the League City in the event of a Catastrophic Service Interruption.

Motorola Solutions Response

Understood.

Motorola is proposing a PremierOne on premise solution that is highly compliant to the RFP requirements and meets the overall objectives and functional requirements of the League City Consortium. The solution is configurable to meet the current and growing needs of the Consortium.

Please refer to the System Description, included in Exhibit 1 in Section 9: Additional Documentation, for a complete description of our technical solution.

3.3 Infrastructure Specifications or Hosting Environment

The intent is to pursue one of two paths and desires proposals for both if available:

- A. Purchase software, services, and hardware from the vendor to install in the City's Data Center (On-Premises), elaborated below in sections 3.3.1-3.3.7.
- B. Purchase the vendor's Software-as-a-Service (SaaS), elaborated below in sections 3.3.8-3.3.11.

3.3.1 Infrastructure Specifications [For On-Premises Proposals]

Virtual environments shall be run on a VMware platform with an All-Flash Storage solution.

Motorola Solutions Response

Motorola Solutions is proposing a PremierOne solution compliant with Option A. above.

3.3.2 Server Specifications

The Vendor is to specify the required servers that support the application performance. The Vendor should specify the application servers that they recommend that could be used in a virtual environment.

Motorola Solutions Response

Understood.

The PremierOne Host servers are HPe DL360c Gen10 servers configured with the following components:

- Dual 12-Core Intel® Xeon® Gold 6146 processor, running at 3.2 GHz, with a 25 MB L3 Cache
- Each server also contains direct attached storage in the form of two 8 GB micro SD hard drives with Smart Array controllers in a RAID configuration
- Four (4) - 10 Gigabit network ports
- Each server is configured with 384 GB RAM

The PremierOne Monitor server is an HPe DL360c Gen10 server configured with the following components:

- Single 10-Core Intel® XeonS® 4114 processor, running at 2.2 GHz, with a 13.75 MB L3 Cache
 - Each server also contains direct attached storage in the form of five 1.2 TB 10,000 RPM SAS hard drives with Smart Array controllers in a RAID configuration
 - Four (4) – 1 Gigabit network ports
 - Each server is configured with 128 GB RAM.
 - SolarWinds Network Performance Monitor and Traffic Analyzer Module.
-

3.3.3 Operating System and Related Software

The Consortium has standardized on Microsoft Windows. The future solution must be capable of supporting real-time applications that are actively supported by the CPU hardware manufacturer. Licenses for the operating systems will be received. All proposals must provide the name and version number of the proposed operating system. Proposals that incorporate a non-Microsoft operating system solution must contain an explanation for the choice of operating systems and must indicate whether it is the Vendors intention to migrate to a Windows environment in the future.

Motorola Solutions Response

Comply.

The PremierOne solution operating system is currently certified for Microsoft Windows Server DataCenter 2016.

Motorola is currently in the process of certifying PremierOne with Microsoft Windows Server DataCenter 2019.

3.3.4 Disaster Recovery Solution

- Identify your business continuity and disaster recovery options, with their respective costs.
- Identify how and where the disaster recovery data may be stored.
- Describe the replication and synchronization strategy for restoring the complete system (both data and application software) within the Vendors operating environment (i.e., intra and inter data center replication).
- Will the Vendor offer a local data replication and synchronization?
- Strategy for restoring the complete system (both data and application software) within the Consortium's operating environment (i.e., data center replication with the Consortium)?
- Identify the disaster recovery timeline.
- Identify whether the synchronization of backup data is real-time.
- Describe the System Restoration Plan (including any cost associated) that allows the Consortium to continue to operate the complete system (Including application software) in the event of a system failure.

Motorola Solutions Response

Comply.

Motorola Solutions has included an optional Disaster Recovery solution, which satisfies all of the above requirements as part of our proposal.

Please refer to the System Description, included as Exhibit 1 in Section 9: Additional Documentation for a complete description of the disaster recovery solution.

3.3.5 Upgrades and Expansion

The hardware specifications for the proposed locally hosted system provided by the vendor must, at initial installation, using data volumes and processing characteristics described in this RFP, operate at no more than thirty-five percent (35%) of capacity (for CPU, memory, and I/O performance). The proposed server specifications must support 15 years of transactions based upon five percent (5%) per year increase to present transaction volumes.

Motorola Solutions Response

Comply.

Motorola Solutions has sized the PremierOne solution to meet the data volumes and processing characteristics described in the RFP.

3.3.6 Concurrent Operation

If the CAD/RMS subsystems share the same database, general queries that span a large number of tables might place undue stress on the database server. In addition, a request that locks many rows on a frequently used table could cause contention issues. These types of situations could affect other requests, overall system throughput, and response times. All application systems must be able to operate concurrently.

Explain the safeguards and design patterns that have been used in the application in order to ensure that a single request could not consume a disproportionate level of server-side resources. The Consortium will expect the Vendor to meet the acceptance requirements specified in Section 5.

If the Vendor cannot meet these requirements, an explanation must be provided that addresses how the performance will not be degraded due to a single service request or transaction.

Motorola Solutions Response

The PremierOne solution includes dedicated Report Data Warehouses with replicas of the production databases so that query requests do not affect the performance of the production system.

Motorola will meet the acceptance requirements specified in RFP Section 5.

3.3.7 Network Operating System and Protocols

A description of the Consortium's network is covered in Section 2. The Vendor must provide a system compatible with the Consortium's network.

Motorola Solutions Response

The PremierOne solution will be compatible with the Consortium's network.

3.3.8 Hosting Environment (for SaaS Proposals)

Beyond their functional capabilities for Vendor-Hosted SaaS solutions, evaluations of the Vendors' proposed hosted environment will take place. The following specifications apply to the Vendors' SaaS service infrastructure and their ability to meet the needs of the organization.

Motorola Solutions Response

Motorola Solutions is not proposing a hosted CAD/Mobile/Records solution.

3.3.9 Hosting Provider and Infrastructure

- Identify the SaaS service hosting provider and data center locations.

- Identify the infrastructure (hardware, software, operating system, technology platform) used in hosting services.
- Identify the primary location where the Consortium's data would be stored.
- If the Vendors' hosting provider utilizes virtualization software, Identify the virtualization software (i.e., VM Ware).
- Identify the network bandwidth that can be provided by the Vendor and identify options for dedicated bandwidth.

Motorola Solutions Response

Motorola Solutions is not proposing a hosted CAD/Mobile/Records solution.

3.3.10 Data Security

- Identify the Hosting Environment as either dedicated (The Consortium's solution and data will be managed in a system independently – single tenant) or shared (the Consortium's solution and data will be managed in a shared system – multi tenant) environment.
- If the Vendor operates in a multi-tenant Hosting Environment, identify how the Consortium's data is separated from other solutions.
- If the Vendor operates in a multi-tenant Hosting Environment, identify what controls are in place to manage the security of the group's data.
- The Vendor shall have administrative, physical, and technical safeguards in place to make the hosting environment HIPAA and CJIS compliant.
- Provide the data ownership policy.
- Once the service is initiated, the Vendor will identify if the data can be encrypted, what encryption schemes are used, Vendor decryption plan, and encryption testing plan.
- The Vendor will perform comprehensive, independent third-party audits as part of its data privacy and information security program and provide such audit findings to the Consortium when service is initiated. The Vendor will provide a web-portal or separate application that allows management to view the following service audit criteria:
 - Load Performance – ability to see service utilization and performance during select times.
 - User Statistics – ability to view specific user's utilization of services including times utilized and application utilization
 - Problem Records – ability to view active, including status, and resolved problems reported to the vendor
- Describe the Data Extraction Plan (including format and any cost associated) for the return of all Consortium data and the expungement of data from the Vendor's systems, in the event of service termination.

Motorola Solutions Response

Motorola Solutions is not proposing a hosted CAD/Mobile/Records solution.

3.3.11 Disaster Recovery Management

- Identify your business continuity and disaster recovery options, with their respective costs.
- Identify how and where the disaster recovery data is stored.
- Describe the replication and synchronization strategy for restoring the complete system (both data and application software) within the
 - Vendors operating environment (i.e., data center replication).
 - Multi-City CAD, RMS, DMS, and Field Mobile
- Identify the disaster recovery timeline.
- Identify whether the synchronization of backup data is real-time.
- If the primary hosting environment is down, the Vendor will enable an active environment which is capable of sustaining Consortium operations until primary hosting environment is functional and secure.

Motorola Solutions Response

Motorola Solutions is not proposing a hosted CAD/Mobile/Records solution.

3.3.12 Identity Management

- Describe the identity management solution, including access levels and their respective user rights.

Motorola Solutions Response

PremierOne provides directory services to support the secure management and operations through an isolated Microsoft Active Directory (AD) environment. The servers provided with the system contain computer accounts in this AD tree. Service and Administrator user accounts and groups will be set up in the isolated Active Directory with the appropriate group memberships set.

In order to facilitate ease of user account management, the system can use the Customer's AD environment for authentication. Once the user account is built in the system provisioning, it can then use LDAP to query the Customer's environment for the account authentication. By using this configuration, the Customer can enforce password policy, retention, and complexity requirements across the enterprise with a user having a singular identity.

PremierOne recognizes authorized users and provides access to individually authorized functions at the time of sign-on. To facilitate these responsibilities, access rights and permissions are associated with the various functions available within PremierOne. A role is a set of specified privileges, which provide access to data, commands, forms, devices, and functions. Each user and device is assigned to one or more of the default of Customer created roles.

- Describe the solution's ability to support Single Sign-On (SSO) and other authorization capabilities (i.e., SAML, HTTP-Fed, Open Auth.) within the identity management solution.

Motorola Solutions Response

PremierOne supports authentication utilizing the single sign-on integration with Active Directory (Windows Integrated Authentication or ADFS).

- Describe the solution's ability to integrate with the existing identity management solutions (i.e., Active Directory) utilized by the member agencies.

Motorola Solutions Response

In order to facilitate ease of user account management, the system can use the Customer's AD environment for authentication. Once the user account is built in the system provisioning, it can then use LDAP to query the Customer's environment for the account authentication. By using this configuration, the Customer can enforce password policy, retention, and complexity requirements across the enterprise with a user having a singular identity.

Motorola Solutions will provide a one-way forest trust from the system local domain to the Customer's Active Directory environment. The trust provides users with Domain Administrator privileges on the Customer's AD instance to access and administer the system environment while preserving authentication and logon information. Motorola Solutions recommends that this trust be non-transitive in nature. Motorola Solutions does not recommend a two-way trust, as none of the system service accounts need authentication or resources on the Customer's network.

The system's Active Directory schema is for servers and services. Active Directory user authentication (if desired) will be against the Customer's Active Directory schema.

- Identify what other user security, authentication, and authorization options are available.

Motorola Solutions Response

PremierOne implements user security within the application itself. Each user has an individual user account that must be "logged into" so that the user can be authenticated. On top of the authentication, PremierOne implements a Role based Authorization mechanism. As a result of the user "logging into" the Suite, they are provided with a set of agency defined "Roles". These "Roles" are provisioned by the customer to have certain access rights (e.g. access to Messaging or Chat) that enable/disable what a user with a given Role can accomplish. A user may have multiple Roles at one time. In addition a user may select to login and claim all or only a subset of the Roles they have available (e.g. they could login as a Patrol officer one day and a Supervisor the next if so provisioned).

3.3.13 Standards, Policies, and Regulatory Compliance

- Describe Vendor technology standards, policies, and procedures.

Motorola Solutions Response

The Motorola PremierOne Product Management team continuously evaluates the industry, competition and customer needs to determine the development direction of our products. Our team continuously prioritizes the customer requests, technology standards and advancements, security standards and market needs by the highest value to our customer base. Each development cycle, we select top items from the list and begin development. As those items are completed, we review the list again and begin development of the next items.

Once we reach the end of the development timebox, we test and validate the product both internally and externally before releasing it to the market. Our current strategy for the products is to expand our customer's delight in the product functionality and performance but also to expand the scalability of the products and allow flexibility for customers to deploy options.

-
- Does the Vendor utilize certified PMP project managers for the implementation of their systems?

Motorola Solutions Response

Yes, Motorola utilizes PMP certified project managers and adheres the Project Management Institutes best practices for project management and scheduling.

-
- Describe the solution's compliance with current CJIS requirements and explain how compliance is enforced.

Motorola Solutions Response

Motorola understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers through administering and coordinating CJIS-compliant personnel credentialing, providing documentation assistance in connection with CJIS audits, and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

Additionally, Motorola employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola's safeguarding of customer data, comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management). Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations will be complete by the end of 2021.

- Describe how the Vendor provides encryption and what standards are used (e.g., FIPS 197, FIPS 140-2). Does this affect performance?

Motorola Solutions Response

As a mission critical application, PremierOne is designed to be deployed within a secure environment. Motorola's PremierOne CAD and Mobile support FIPS 140-2 encryption for enhanced data security using Microsoft encryption libraries. CAD call data communicated between the client and server is encrypted to FIPS 140-2 compliance.

Some of the features that support CJIS Security Requirements include:

- PremierOne utilizes Windows Server 2016 Enhanced Cryptographic Provider (RSAENH) by Microsoft Corporation, which has been certified by the National Institute of Standards and Technology (NIST). The NIST Certificate Number is #2937.
- FIPS 140-2 compliant SHA256/RSA4096 certificates for Client to server communication and encryption.
- AES 128 or AES 256-bit encryption in mobile over the air transport.
- AES 256-bit encryption in client transport.
- FIPS 140-2 compliant SHA256 or SHA512 hashing and AES encryption throughout the entire application. Allowing PremierOne to work on Windows computers with FIPS-compatibility policy turned on – both servers and clients.
- Provides the ability to secure all web traffic to and from the system with a FIPS Compliant TLS 1.2 SSL certificate which can be linked to a public key infrastructure (PKI).
- PremierOne resides entirely within the boundary of a secure location; data at rest is generally not encrypted. However, CJI data is stored at rest on a separate SQL database dedicated to that purpose. That database is protected by FIPS compliant Transparent Data Encryption (TDE). TDE is FIPS 140-2 compliant; the certificate number(s) are: 3544, 3527, 3513.
- Complex Password Configurations
- Inactivity Time Outs
- Removing all CJIS information from the device at logoff
- Audit Logging
- System Reports such as - Interface Query Summary Report, Login and Logoff Report, Mobile Query Report, Officer Activity Report, and the Purged Records History Report

- Does the solution support current SSAE 16 reporting standards?

Motorola Solutions Response

Motorola Solutions is not proposing a hosted CAD/Mobile/Records solution.

- Provide audit reports of the Consortium's solution usage and records on a regular basis.

Motorola Solutions Response

PremierOne can provide audit reports of the Consortium's solution usage and records via the use of Microsoft SQL Server Reporting Services (SSRS) to create the necessary audit reports.

3.4 Integration Services

3.4.1 System Integration

Vendors shall identify the hardware specifications, software, databases, licensing, and connectivity required to support the Statement of Work, end-users, and administrators for the following environments:

- Production
- Training
- Test
- Development

Motorola Solutions Response

Comply.

Please refer to the System Description, included as Exhibit 1 in Section 9: Additional Documentation, for a complete description of the technical solution.

3.4.2 On-Premises Solution Services

The Vendor is to provide design services as follows:

- Recommended specifications or requirements for:
 - o Server configurations
 - Storage – Specify requirements for expansion of the Consortium's existing
 - Enterprise Storage based on projected system storage requirements over the next 5 years. The Consortium will acquire any additional storage required.
 - Disaster Recovery Solution – Engineer and design the system's disaster recovery option utilizing either on-site VM and/or a Cloud-based solution.

Motorola Solutions Response

Understood.

- Recommendations for any Wide Area Network (WAN) and reconfiguration enhancements to be implemented;

Motorola Solutions Response

Understood.

- Work with the IT Department to effect the necessary changes to the member agencies Active Directory to integrate the Vendor provided systems;

Motorola Solutions Response

Understood.

- Configuration of all application software at all servers. Deployment includes development and integration of interfaces to key external databases;

Motorola Solutions Response

Understood.

- Perform needed file conversion activities (as previously defined);

Motorola Solutions Response

Understood.

- Describe what types of APIs and web-services, if any, are available to utilize in pushing data to and from the solution, descriptions of API security and encryption, and limitations the hosting environment places on access to APIs;

Motorola Solutions Response

Understood.

The Common Services Interface (CSI) component in PremierOne is used to implement interfaces to PremierOne. Motorola Solutions designs and implements the interfaces during project implementation. PremierOne typically connects to the third party system via an interface exchange server.

The PremierOne CSI component packages the associated data in an agreed upon document format (XML or flat file) and forwards the document to the interface exchange server hosted by the customer. Alternative connection methods (i.e. web-service), specific functionality and exchanged data are typically defined during the interface ISD review process.

- Detailed training of IT administrative personnel and network administrators in the use and operation of the server hardware management systems and tools;

Motorola Solutions Response

Understood. Please reference Exhibit 4: Training Plan in Section 9: Additional Documentation for detailed information.

- Detailed training for application software as specified in Section 6.8.

Motorola Solutions Response

Understood. Please reference Exhibit 4: Training Plan in Section 9: Additional Documentation for detailed information.

3.4.3 Vendor-Hosted SaaS Solution Services

The Vendor is to provide design services as follows:

- Describe what types of APIs and web-services are available to utilize in pushing data to and from the solution, descriptions of API security and encryption, and limitations the hosting environment places on access to APIs;
- Describe the customization capabilities of the system components within the hosting environment, including: URL naming options, system layout (i.e., header, footer, and login page), workflow, data fields, and customer triggers or organization logic (i.e., incident reports automatically routing to supervisors for review);
- Describe how the system will operate, or not operate, should internet connectivity be lost;
- Recommendations for any WAN network enhancements required to maintain SaaS response time performance;
- Work with the IT Department to effect the necessary changes to the member agencies Active Directory for integration with other systems;
- Configuration of application software including development and integration of interfaces to key external databases;
- Perform needed file conversion activities (as previously defined);
- Detailed training of IT administrative personnel and network administrators in the use and operation of the server hardware management systems and tools;
- Detailed training for application software as specified in Section 6.8.

Motorola Solutions Response

Motorola Solutions is not proposing a hosted CAD/Mobile/Records solution.

3.5 Reliability Requirements

The following specification describes the uptime requirements for Vendor's Services following the Consortium's formal acceptance of the Services and throughout the life of the contract between the Consortium and the Vendor.

Processes and remedies in place that support that the system will be available to authorized users for normal use 99.99% of the Scheduled Uptime.

Motorola Solutions Response

Comply.

The PremierOne architecture enables high availability (99.999%) in our controlled environment of the PremierOne application software. The PremierOne approach to high availability involves increasing the reliability of the system by using redundant components that will keep the system functioning in case of an individual component failure. While the architectural design of PremierOne enables high availability, each individual system is reliant upon environment variables beyond Motorola Solutions control that impact system performance and availability.

3.6 Performance Requirements

The following specification describes the performance requirements for Vendor's services following the Consortium's formal acceptance of the Services and throughout the life of the contract between the Consortium and the Vendor.

Processes and remedies in place that the system transactions have a response time of 5 seconds or less for the full duration of the Scheduled Uptime.

Motorola Solutions Response

Average response time for transactions is between .5 and 1.1 seconds. PremierOne CAD meets or exceeds this requirement with 99% of our transactions.

System performance is a key aspect of PremierOne CAD. Motorola Solutions conducts performance testing on each PremierOne CAD Standard Release to validate that the release meets Motorola Solutions' performance criteria.

Motorola Solutions' performance lab tests use simulated system usage on typical system configurations. Motorola Solutions measures transaction performance and system loading measurements during the performance test. The observed transaction times are aggregated with the average and 99 percentile values compared against performance requirements to validate that the performance of that particular release is acceptable. It is important to note that every customer configuration, provisioning data, coverage areas, network, and operational dynamics is different; therefore, system-to-system variation in performance is expected. The performance of any given transaction is dependent upon the current system load, system environment, specific command parameters, customer workflows, usage patterns, and system data. The performance of any fielded system will vary from the lab results. Unless specifically included in the PremierOne deployment documentation, on-site performance testing is not included as a contract deliverable.

Additional details can be provided after vendor selection.

3.7 End User Equipment

3.7.1 Desktop Workstations

The Consortium utilizes Microsoft Windows 10 on its workstations. Vendor must verify that their products will operate on Windows 10 operating systems and provide an explanation of their roadmap if there are any plans to support HTML5. Vendor will describe client computer technical specifications required to support the Vendor's software.

Motorola Solutions Response

Workstation specifications are representative of workstations used in the testing of the latest release of system software and do not take into account any other applications.

Future releases of the system may dictate changes to the workstation specifications. Each agency should consider their own technology replacement lifecycles and policies for specific purchase decisions.

PremierOne CAD Workstation Recommended Specifications

Component	Description
Processor	3.5 GHz Processor Intel® Xeon® (E5-1620 v4 or similar)
RAM Memory	16 GB or more of memory (Although not needed for the PremierOne client, inclusion of additional memory (example, 16GB) in new workstation purchases is common for future capacity.)
Available Disk Space	20 GB available disk space; solid state drive (SSD) required for optimal performance
Operating System	Windows 10 Professional higher (64-bit recommended)
Network Interface Card	100 Mb or faster (Gigabit recommended) Ethernet network adapter - Note that network latency will impact system performance.
Display	Three (3) – 1024 x 768+ pixel, 16+ bit color displays
Keyboard	QWERTY Keyboard with 12 function keys
Graphics Adaptor	Graphics adapter with at least 512 MB RAM per monitor, 24-bit capable graphics accelerator, OpenGL v2.0 runtime or higher. Latest available drivers. Shader Model 3.0 or higher is recommended
Network Bandwidth	2 Mbps network bandwidth (to server) with 20 ms or less round-trip latency
Additional Applications	Adobe PDF reader (for help files) SQL Server Express 2017 CU level supporting TLS 1.2 is required. ArcGIS Engine 10.6.1 (included with PremierOne CAD client software)

The following are required .NET Framework versions that need to be installed in the workstations:

- Microsoft .NET Framework v4.8.

PremierOne Mobile and Records Mobile Workstation Recommended Specifications

Component	Description
Device	Modern “business grade” or “ruggedized” Windows notebook
Processor	Multi-core processor (i5 or higher, 4-thread, 2.6 Ghz +), Intel® Core™ or newer Intel® Series
RAM Memory	8 GB or more RAM (4 GB must be available for PremierOne Mobile)
Available Disk Space	20 GB or more available disk space; SSD (Solid State Drive) recommended
Operating System	Windows 10 Professional or higher (64-bit recommended)
Network Interface Card	Wireless communications minimum 3G network, 4G/5G network recommended
Display	1024 x 768+ pixel resolution display minimum, 16+ bit color display, 11.6” or larger display. Usage on devices with alternative resolutions and smaller screens should be tested and screen settings optimized. Example: On a 10.1” WUXGA screen, use a resolution of 1280 x 800 and a font size of 125%.
Keyboard	Standard QWERTY keyboard and Touchpad / Point Stick (or equivalent mouse device) Touchscreen Optional
Graphics Adaptor	Discrete graphics card with at least 256 MB of RAMs
Additional Applications	Adobe PDF reader (for help files) SQL Server Express 2017[FL2]

The following are required .NET Framework versions that need to be installed in the workstations:

- Microsoft .NET Framework v4.8.

Software Prerequisites for PremierOne Mobile

- .NET Framework 4.8 or higher
- Adobe PDF reader (for help files)
- Microsoft SQL Server Express 2017

Software Prerequisites for PremierOne Mobile Mapping

- ArcGIS Engine 10.6.1 for Classic Map
- Microsoft Visual C++ Redistributable for Visual Studio 2017

Table 1-33 -PremierOne Records Workstation Recommended Specifications

Component	Description
Processor	2.0 GHz or better processor
RAM Memory	2 GB or more of memory

Component	Description
Display	1024 X 768 or higher pixel, 16+ bit color display
Keyboard-Mouse	QWERTY Keyboard
Touchscreen	Optional

The following are required .NET Framework versions that need to be installed in the workstations:

- Microsoft .NET Framework v4.8.
-

3.7.2 Bar Coding

Provide specifications for compatible bar code printers and handheld readers for inventory tracking. These will be purchased by the Consortium at a later time.

Motorola Solutions Response

PremierOne is compatible with most industry standard barcode scanners (2D Driver's License) and printers. Most PremierOne customers use Zebra products.

3.7.3 Scanners

Provide specifications for scanners that are compatible with your system and capable of simultaneously scanning documents and reading bar codes including:

- 8 ½ x 11-inch single workstation scanners
- 8 ½ x 11-inch high speed batch scanners
- Large form factor (minimum 36 x 48 inch) scanners.

Motorola Solutions Response

PremierOne is compatible with industry standard Windows compliant scanners.

3.7.4 Field Automation Equipment

The Consortium will provide any tools required for field automation. The Vendor will specify recommended hardware and operating system required to run any of their field application(s).

Motorola Solutions Response

PremierOne and CommandCentral Responder handheld applications are frequently used to improve officer productivity in the field.

Both PremierOne Handheld and CommandCentral Responder are available for IOS (Version 10+) and Android (Version 8+) platforms.



Section 4

Service and Maintenance Requirements

GRID Public Safety Software

December 14, 2021

League City, TX

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Section 4

Service and Maintenance Requirements Response

4.1 Vendor Instructions

This RFP Section contains general and specific requirements related to the provision of system maintenance and repair and other services throughout the life of the contract between the Consortium and the Vendor. Services described are both warranty and non-warranty services for any equipment and software whose warranty or maintenance is provided by the Vendor.

4.2 General Maintenance Provisions

The following requirements are applicable to maintenance and repair services supplied by the Vendor or Vendor's sub-vendors. Respond to sections corresponding to the proposed solution type (On-Premises and/or Vendor-Hosted SaaS).

4.2.1 On-Premises Maintenance Provisions

The proposed system must include a minimum first year maintenance after acceptance, assure availability and fixed price for 5 years of support and maintenance. The Consortium may purchase one or more additional years of support and maintenance, and other specified ongoing services, on a year-by-year basis, or purchase a five-year support agreement. The production environment must be designed for 24-hour per day and 7-day per week (24x7) high availability with load tolerance and real-time failover. Maintenance must not disrupt service.

Motorola Solutions Response

Motorola includes an initial one (1) year warranty on all software and hardware which commences at beneficial use. We have included pricing for an additional four (4) years of maintenance (total of five years), and an option for years 6 through 10.

The PremierOne architecture enables high availability (99.999%) 24x7 in our controlled environment of the PremierOne CAD application software. The PremierOne approach to high availability involves increasing the reliability of the system by using redundant components that will keep the system functioning in case of an individual component failure. While the architectural design of PremierOne enables high availability, each individual system is reliant upon environment variables beyond Motorola Solutions control that may impact system performance and availability.

Maintenance and software upgrades can be performed without taking the system offline.

4.2.2 Vendor-Hosted SaaS Maintenance Provisions

Assure availability for support and maintenance of application software and hosting services. The Consortium may purchase one or more additional years of support and maintenance, and other specified ongoing services, on a year-by-year basis. The production environment must be designed for 24-hour per day and 7-day per week (24x7) high availability with load tolerance and real-time failover. Maintenance must not disrupt service. The Consortium expects the Vendor to provide a sample Service Level Agreement (SLA) of similar scope to the Consortium. Provide standard policy for remedies associated with Service Level Agreement violations (i.e., uptime and response time). Verify that that you comply with industry standards ISO 27001, SOC 2 (auditing) and GDPR (data protection and privacy).

Motorola Solutions Response

Motorola's is providing several SaaS offerings as outlined in section 3.4.3. All Motorola SaaS applications meet the requirements outlined in this section.

Motorola does not offer standard service level remedies but is open to negotiating service level credits as part of your Maintenance and Support Agreement in the event a Service Level Agreement (SLA) target is missed. In order to commit to response and resolution SLAs Motorola will require Customer's purchase our Advanced Support Service package. This robust support package includes proactive solution monitoring in Motorola's 24/7/365 Technical Operations Center. The Motorola Technical Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer solutions.

4.3 Updates & Enhancements

- Operating and Database Software updates for enhancements, and refinements to purchased capabilities will be provided by the Vendor as part of the maintenance.

Motorola Solutions Response

Motorola is proposing an on-premise solution of which ownership passes to the Consortium upon installation. OS and DB software updates and maintenance are typically the responsibility of the customer's system administrators. This service can be performed by Motorola at an additional cost, which is not included in our proposed offer.

- Vendor will allow for the submission for any system modifications required by the Consortium after system cutover. The Vendor shall provide feedback to the Consortium in the form of a price proposal, or the planned development cycle for the change request.

Motorola Solutions Response

Understood.

- The Vendor is to provide the Consortium with its stated update strategy, timeline (i.e., updates annually, bi-annually, etc.), and its requirements for the Consortium to accept such updates.

Motorola Solutions Response

As new PremierOne Solution software releases become available, Motorola Solutions will provide the customer with the software required to execute an upgrade. Motorola Solutions will only provide releases that have been analyzed, pre-tested and certified in a dedicated test lab.

Releases means an Update or Upgrade to the Motorola Solutions Software and are characterized as "On Demand Releases," "Cumulative Updates," or "Standard Releases."

- An On Demand Release (OD) is a release of Motorola Solutions Software that is done on demand to address critical issues like stability, performance or priority 1 or 2 functional issues. On Demand Releases are produced as needed and are delivered remotely at no additional cost.
- A Cumulative Update "CU" is defined as a release of Motorola Solutions Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Solutions Software. CUs may contain product enhancements and improvements. Cumulative Updates will be superseded by the next issued CU. CUs are released generally every quarter and are delivered remotely at no additional cost.
- A "Standard Release" is defined as a release of Motorola Solutions Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that are reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release). Standard Releases are generally produced every 12 to 18 months. Motorola has included pricing for two (2) Standard Release upgrades to be taken in years 2-5. A third upgrade will be included with the hardware refresh. If the Consortium elects to purchase a ten (10) year maintenance support agreement, two additional Standard Release upgrades will be included.

Customers are responsible for any OS/DB upgrades to the System unless those services are purchased through the Motorola Solutions Maintenance and Support Agreement.

-
- The Consortium will not be required to upgrade the overall system more than twice per year.

Motorola Solutions Response

Comply with Clarification: Most customers take the On Demand and Cumulative Updates when they become available as they are delivered and installed remotely by Motorola (with advance notice to the Consortium). This remote delivery schedule is at the discretion of the Consortium.

Customers also take a Standard Release upgrade generally every other year. Motorola has included the professional services to provide a Standard Release upgrade twice during the initial five year period, a third during the hardware refresh in year ~5, and two additional upgrades if the Consortium elects the ten year maintenance support agreement.

- Vendor will provide software and other materials and expenses necessary to maintain the application software system in good operating condition as part of the price for maintenance, for those years in which maintenance is purchased from the Vendor, in conformance with the application specifications and performance requirements stated in this RFP. The Vendor will notify the Consortium prior to making updates or changes to the system.

Motorola Solutions Response

Understood. The PremierOne software is maintained through regular On Demand and Cumulative Updates. Unless those services are purchased through the Motorola Solutions Maintenance and Support Agreement, the Consortium would be responsible for any OS/DB upgrades to the system.

4.4 System Maintenance

The following requirements are applicable to all maintenance and repair services supplied by Vendor or Vendors sub-vendors.

- The entire system solution as proposed in this RFP must include all first-year maintenance costs (for Vendor-supplied software and Hardware) to conform with contractually agreed specifications, and to protect against any defects or damage, caused by Manufacturer, Vendor, or Vendor's sub-Vendors, in the system's software, as well as offering a 5-year and 10-year support agreement options. The Vendor will include a 5-year hardware refresh and/or a cloud migration plan included in pricing options.

Motorola Solutions Response

Motorola includes an initial one (1) year warranty on all software and hardware which commences at beneficial use. We have included pricing for an additional four (4) years of maintenance (total of five years), and an option for years 6 through 10.

Motorola will also provide the option of Motorola and the GRID to transition to a Cloud Based Software-as-a-Service (SaaS) Computer Aided Dispatch (CAD) System if and when such an option becomes available and can support the GRID's technological specifications. Motorola envisions offering a large-scale, cloud based, SaaS option for CAD Services to its customers in the future. As of the Effective Date of this Agreement, the current cloud option provided by Motorola does not comply with the GRID's current technological requirements. In the event Motorola's cloud option becomes available and materially supports the GRID's technological needs as described in the Agreement's Specifications, during the performance period of this Agreement, Motorola, at the GRID's discretion, will migrate the GRID's On Premise System, applications and the available interfaces to Motorola's cloud-based CAD Solution using the hardware refresh dollars towards the migration. In the event the GRID elects to execute and exercise this optional transition, the GRID will notify Motorola in writing and the Parties shall negotiate in good faith the required terms and conditions governing the SaaS option. Such terms and conditions will be memorialized in a written amendment to the Agreement.

- The year one maintenance will begin (for products accepted in phases) at the point that the System is officially accepted by the Consortium, as defined in RFP Section 5.3, System Acceptance.

Motorola Solutions Response

Exception: This requires further discussion. As there are multiple communication centers and agencies that will use the system, and system acceptance may be delayed pending cutover to all agencies, Motorola requires that warranty start at production use following the initial cutover at the League City communication center.

-
- All software resolutions made under maintenance will be at the sole expense of the Vendor including labor, travel expenses, meals, lodging and any other costs associated with resolution.

Motorola Solutions Response

Comply.

4.5 Support Requirements

The following specification describes the support requirements for Vendor's Services following the Consortium's formal acceptance of the Services and throughout the life of the contract between the Consortium and the Vendor.

Provide telephone and email support ("Technical Support") 24 hours per day, 7 days per week, and 365 days per year. Support will include any research and resolution activity performed by Vendor.

Client will access support by calling or emailing the Vendor's Technical Support staff or by submitting a request via the Vendor's customer service web portal.

Motorola Solutions Response

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through the Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing your requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management

- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means the Consortium can call Motorola anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time the Consortium calls, Motorola logs information about the request into the tracking system so that the information is available for reference and analysis to better serve the Consortium's future service needs. Another benefit of logging every service request is that Motorola and the Consortium can track the progress from initial contact to final resolution.

Motorola 1-800 Number Features:

- US Based and Staffed Support Center
- Total Call Management 24x7x365
- Toll Free Telephone Access for Call Initiation
- Direct Access to Public Safety Technical Support Person M-F 6:00 a.m. to 6:00 p.m. MST
- Log, Dispatch and Track Cases to Closure
- Agency Determines Case Closure
- Automatic Identification of Pending Cases for Automatic Management Escalation
- Database and Customer Profile Management
- Agency Available Case Reports with On-demand Access
- Email Case Notification Options
- Inbound and outbound call management

In addition to 24x7 telephone support, Motorola provides eCase Management through Motorola On-Line, which is a web-based tool for opening lower severity level cases, for viewing, and updating cases. Motorola On-Line is also a central repository for product software releases and product materials.

- Motorola On-line eCase Management Features:
- Open New Cases (Severity Level 3 & 4)
- Search Existing Cases / View Details of Open Cases
- Add Notes / Update Existing Cases
- Access to Motorola Product and Maintenance Release Information
- Access to Release Notes with details about features and functions
- Included in Standard Maintenance, No subscription fee

A third Customer Support tool is available to Motorola customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their smartphone as a means to open cases, email ticketing provides additional flexibility for initiating cases.

Email Ticketing Tool Features:

- Open New Cases (Severity Level 3 & 4)

- Convenient / Usable with Most Smart Devices
- Add Attachments to Cases
- Case Delivery Notification including Case Number

Upon contact with the SSC personnel, the Consortium will provide the name and phone number for Customer contact and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to the City for future reference.

The Technical Support team will continuously track and manage case activity from open to close through an industry standard automated case tracking process, ensuring timely and quality resolution through case open and closure metrics and transactional customer surveys. Case Management Services allows Motorola to provide activity and performance reports through the Motorola On-line tool.

Motorola's Software, residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.

Hardware support will be provided by HP but coordinated by Motorola and will include on-site support.

4.5.1 Incident Resolution Process

The Consortium needs to understand the typical process that will be followed by the Vendor to troubleshoot a user support call. Provide the location of your primary support center, trouble ticket system used, incident analysis tools used (i.e., SolarWinds, OpenView) and what support groups (i.e., application software, database, infrastructure) are involved in the resolution of a support call.

Motorola Solutions Response

Motorola Solutions, Software Enterprise operates Technical Support centers in Chicago, IL; Westminster, CO; Brentwood, TN and West Valley, UT.

Motorola Solutions configures Microsoft System Communication Operations Manager (SCOM) and SolarWinds to monitor the PremierOne applications, the hardware and the network edge devices. When a potential issue is detected by these tools, an alert will be sent via SMTP to Motorola Solutions monitoring management tools, which will process the alert and take the appropriate corrective action.

If the assigned technical support resources are unable to quickly resolve an outage, they have direct escalation to product engineering, software development teams and interface engineering.

- A. Do the support specialists have direct physical access to the programmers and database managers for incident troubleshooting?

Motorola Solutions Response

Yes.

- B. For Vendor-Hosted solutions, do the support specialists have direct physical access to the hosting infrastructure engineers and systems software administrators for incident troubleshooting?

Motorola Solutions Response

Motorola is not proposing a vendor-hosted solution.

- C. Are the support specialists, programmers, database administrators, systems software administrators and infrastructure engineers all staffed by Vendor employees? If not, what sub-vendors are responsible with each of these areas?

Motorola Solutions Response

All technical support personnel are Motorola employees.

- D. If multiple sub-vendors are involved does the Vendor have defined SLA's with them?

Motorola Solutions Response

Motorola does not use subcontractors to fulfill technical support functions.

The Vendor will adhere to the following Problem Severity Levels:

Problem Severity 1

- Description: This Problem Severity Level is associated with: (a) The services or system, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all or part of the Consortium's data; (c) loss or corruption of all or part of the Consortium's data.
- Request Response Time: 30 minutes.
- Request Resolution Time: 2 hours.

Motorola Solutions Response

Partial comply. This severity level is meant to represent a complete failure of the PremierOne Solution. No Work-around or immediate solution is available. For this severity level, Motorola agrees to the thirty-minute (30) response times for Severity Level 1 outages and issues as outlined in the Maintenance and Support Agreement (MSA) included in Section 7. Resolution times are dependent upon the source of the issue. Motorola services and response times are based on the severity levels of the error a customer is experiencing as described in the MSA. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs.

Motorola Technical Support teams follow an aggressive escalation policy for Severity 1 issues. Our primary objective is to restore your mission-critical applications and services to normal operations as quickly as possible and to minimize the adverse impact of service events on our customers and their mission. This serves our primary goal of maintaining industry-leading quality of service and availability. The PremierOne Support team of highly skilled, knowledgeable and experienced specialists is available to the customer as an integrated part of the essential support and technical issue resolution process.

Problem Severity 2

- Description: This Problem Severity Level is associated with significant and / or ongoing interruption of the use of a critical function (as determined by the User) of the system/services and for which no acceptable (as determined by the User) work-around is available.
- Request Response Time: 1 hour.
- Request Resolution Time: 4 hours.

Motorola Solutions Response

Alternative Response. This level is defined as a critical failure. Critical process failure occurs when a crucial element in the System, that does not prohibit continuance of basic operations, is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features. A Motorola TSO Technician will respond within three hours of the request for support being logged in the issue management system. For this severity level, Motorola agrees to the thirty-minute (30) response times for Severity Level 1 outages and issues as outlined in the Maintenance and Support Agreement (MSA) in Section 7. Resolution times are dependent upon the source of the issue. Motorola services and response times are based on the severity levels of the error a customer is experiencing as described in the MSA. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs.

Problem Severity 3

- Description: This Problem Severity Level is associated with: (a) minor and / or limited interruption of a use of a non-critical function (as determined by the Authorized User) of the Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.
- Request Response Time: 8 hours.
- Request Resolution Time: 24 hours.

Motorola Solutions Response

Alternative Response. This level is meant to represent a minor issue that does not preclude use of PremierOne Solution. A Motorola TSO Technician will respond within the next business day of the request for support being logged in the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. Resolution times are dependent upon the source of the issue. Motorola services and response times are based on the severity levels of the error a customer is experiencing as described in the MSA. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs.

Problem Severity 4

- Description: This Problem Severity Level is associated with: (a) general questions pertaining to the system/services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.
- Request Response Time: 8 hours.
- Request Resolution Time: 48 hours.

Motorola Solutions Response

Alternative Response. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests. A Motorola Solution Support Center Agent will make contact with the customer/caller within 2 standard business days of the request for support. Response provided 8 x 5 on standard business days (Monday through Friday, 8AM to 5PM, for the customer time zone). Resolution times are dependent upon the source of the issue. Motorola services and response times are based on the severity levels of the error a customer is experiencing as described in the MSA. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs.

In the event that a problem resolution is not met within the Request Resolution Time, the Vendor will adhere to the following protocol:

- If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Vendor will: (a) immediately escalate the request to Vendor's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every four (4) hours, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the request until it has been resolved.

Motorola Solutions Response

Motorola Solutions agrees with this requirement.

- If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Vendor will work continuously to resolve the request; or, (b) requestor and Vendor will mutually agree upon a schedule within which to resolve the request.

Motorola Solutions Response

Motorola Solutions agrees with this requirement.



MOTOROLA SOLUTIONS

Section 5

Performance Requirements

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 5

Performance Requirements Response

5.1 Vendor Instructions

This RFP Section contains general and specific requirements related to the performance of the proposed system, both at the point of system acceptance and throughout the life of the contract between the Consortium and the Vendor.

System Acceptance will occur in phases as various milestones identified in the implementation plan and agreed to by the Consortium are reached. The Vendor's implementation plan must clearly define the hardware and software deliverables, tasks or other criteria associated with each milestone.

Motorola Solutions Response

Understood.

5.2 Testing

A sample test plan will be provided with each proposal. The successful Vendor must, as one of the early milestones, submit an acceptance test plan for the Consortium's approval. The test plan must document how each of the functional specifications are to be tested, the method of verifying the results, and the expected results. The test plan must also include a scenario test that allows for the System (integrated hardware/software) to operate under a simulated test situation.

The performance requirements specified in this RFP must be met before the system is accepted. Vendor is to specify any requirements it has for performance testing.

The Vendor must prepare a plan for correcting failures in any part of the system. Said plan must include reasonable remedies for the Consortium to exercise if failures are not corrected in a timely manner.

Motorola Solutions Response

Comply with clarification: A draft validation plan is referenced in Section 5. Due to file size and complexity, it is provided in a separate Microsoft Excel file and titled "Ver 4.6 Specific Functional Validation Plan". The validation plan is specific to each new software release and will be based upon the version installed at the Consortium. This document should be considered proprietary.

Motorola performs load and benchmark testing as part of its internal product testing process. System performance is tested under a simulated client load for a variety of system configurations. Testing for each new software release is completed in the Motorola performance lab environment using HP servers and SAN storage. The results of that testing can be shared with the Consortium upon request. This testing may also be completed onsite in the Consortium's environment, but is not included in the current scope of work.

5.3 System Acceptance

The following specifications apply to the requirements for the Consortium's acceptance of the Vendor's system after phase in begins.

The Consortium expects the starting date for the project to be immediately following the execution of the contract.

Beginning with the first day after the completion of each phase (phases will be specified in the implementation plan) that the proposed system phase is operational and available to the Consortium for testing, an acceptance test will be conducted for thirty consecutive calendar days (the Acceptance Period).

During the Acceptance Period, the proposed system will undergo a live test that confirms the configuration, data conversion, performance and reliability requirements using the mix of users, applications, and functions as described in this RFP.

Motorola Solutions Response

Comply with clarification: The system is exercised throughout the delivery of the project by both Motorola and the Consortium via provisioning and training activities. To solidify Consortium confidence in the system and prepare for user operation, Motorola will perform prescribed system validations in accordance with a Project Test Plan at the initial communication center. Following cutover to production, Motorola will provide a 30-calendar-day performance and reliability test period. This 30 day test period will not be attended by Motorola personnel, but Motorola Support and project team members will be available to respond to reported issues, or questions from Consortium staff. Upon completion of the 30-day system reliability period, testing is deemed complete.

As additional agencies/communication centers are brought online, a basic connectivity test will be performed, however, functional validation testing will not be repeated by Motorola.



MOTOROLA SOLUTIONS

Section 6

Implementation Requirements

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 6

Implementation Requirements Response

6.1 Vendor Instructions

RFP Section 6 contains all general and specific requirements related to the period between site planning and our final acceptance of the system. RFP Section 6.10 contains a list of required contents for your implementation plan.

Motorola Solutions Response

Understood.

6.2 General Implementation Requirements

6.2.1 Conduct of Work

All work will be conducted in a professional and orderly manner. Installation must be completed in a skillful manner.

Motorola Solutions Response

Understood.

6.2.2 Use of Facilities

Reasonable office facilities will be provided based upon stated requirements of the Vendor. Access to any area outside of normal business hours is restricted; necessary access must be arranged each day as needed with the Consortium's Project Manager.

Motorola Solutions Response

Understood.

6.2.3 Qualifications of Implementation Staff

Vendor implementation staff must be fully trained and certified by the manufacturer(s) of the system(s) you propose. Their training must be up-to-date for the specific systems being installed. In addition, all key implementation staff must be experienced in similar prior installations of the system(s).

Additional requirements include:

- Submission of qualifications by Vendor and approval of all key staff members by the Consortium prior to project start

Motorola Solutions Response

Comply. Motorola will provide resumes of key project resources prior to the start of the project.

- Maintaining the involvement of Vendor's personnel is essential to the project throughout the life of the project, up to and including training, implementation, and acceptance

Motorola Solutions Response

Motorola recognizes the importance of project continuity and therefore does not arbitrarily remove or reassign key project resources. All parties should recognize that there may occasionally be circumstances where a resource may be temporarily or permanently replaced. In those instances, Motorola will notify the City Project Manager and identify a suitable replacement that is best prepared to step in and pick up the project to mitigate schedule delays.

- Timely replacing any staff deemed unqualified by the Consortium

Motorola Solutions Response

Understood. Any request to remove a project resource will be escalated to the appropriate Motorola resource manager for review and action. If the dispute can not be resolved, the manager will provide a suitable replacement.

- Directing staff to comply with City rules and regulations

Motorola Solutions Response

Understood. It shall be the Consortium Project Manager's responsibility to notify Motorola of the City's rules and regulations it expects vendor compliance with.

- Staff may be subject to a security check.

Motorola Solutions Response

Motorola Solutions and all project team members that will be assigned to this project have or will have complied with all CJIS Security Addendum requirements and have passed CJIS Security background

investigations. If the City prefers to perform its own background investigations, Motorola will comply with providing the required information for the City to complete these investigations at its expense.

Vendor must be CJIS certified. Documentation to be provided includes:

- The Vendor's management security control agreement

Motorola Solutions Response

All Motorola resources that have access (onsite or remote) to City facilities during the term of the contract, or post-contract support personnel, comply with all CJIS requirements and have passed current CJIS security background investigations.

- A list of all persons working on the project to ensure each has necessary CJIS background check and associated training.

Motorola Solutions Response

Motorola's CJIS Security Manager will work with the Consortium to provide CJIS Security Addendums for all employees assigned to the project or who support the solutions during the maintenance portion of the contract. Motorola agrees to notify the Consortium of any personnel whose status has changed that would affect CJIS Security Addendum compliance.

6.2.4 Documentation

If selected, the Vendor must be able to supply comprehensive hard and soft copy documentation for the system which covers at least the following subjects:

- A. Systems Administration and Management (user privileges, access and security administration, etc.) integrated with Microsoft Active Directory.
- B. Utilities and tools to monitor resource utilization
- C. Web development tool kit, including API's
- D. System wide Entity Relationship Diagram (ERD) with documentation
- E. Toolkit manuals
- F. Report generation scripts/Change Control tools
- G. Legacy Data Migration (Extract, Transfer, Load – ETL).

Motorola Solutions Response

Partial comply. Motorola provides system documentation in editable, electronic format. The Consortium is free to reproduce documentation, respecting any proprietary or copyright restrictions.

The system documentation must be consistent with the instructions supplied by the internal help systems for the application.

- A. The system must include no less than four original copies of documentation describing the use of the system, and its administration. The Consortium requires authority to copy documentation for internal use.
- B. Strong preference to support internal, context sensitive, help which is granular enough to provide help to specific items on the screen without having to scroll through a help file to find the description of the item.
- C. The Vendor must provide a printed database schematic and data dictionaries to assist the customer with the addition of site-specific fields and support for the system. Electronic copy to be provided.

Motorola Solutions Response

Partial comply. Motorola provides system documentation in editable, electronic format. The Consortium is free to reproduce documentation, respecting any proprietary or copyright restrictions.

6.2.4.1 Software Documentation

The proposal must include a list and description of the software that is required to operate the proposed hardware/software configuration. Once selected the Vendor must provide documentation. Examples of these are:

- Application System Reference
- Application System Tutorial.

The Consortium requires that the Vendor provide documentation (1) electronic copy for any software that the Vendor supplies as part of the system configuration.

Motorola Solutions Response

Comply with clarification: Unless specifically listed as a Consortium deliverable, Motorola will provide all server/system hardware and software required to operate the contracted solution. For all hardware or software provided by Motorola, we will provide all available manufacturers' documentation and user guides. Motorola has included an equipment list below as part of the proposal.

Except for "as-built" and configuration documentation, Motorola is not providing customized documentation. Documentation provided by Motorola is listed in the Section 9 / Exhibit 2: Implementation Plan and Statement of Work under "Documentation".

Equipment List

Category / Description	
PremierOne CAD Software	
<i>PremierOne CAD Server License (Primary)</i>	1
<i>PremierOne CAD Dispatch (CAD Client and Mapping)</i>	68
<i>PremierOne CAD Low Use Client License mapping (Per Concurrent User)</i>	63

Category / Description	
<i>PremierOne Integrated Call Control</i>	37
<i>Combo P1 AVL and Astro ARL Vehicle and Responder Location Tracking Module License</i>	1
PremierOne Mobile Software	
<i>PremierOne Mobile Windows Client Per Device License (1-50 units)</i>	50
<i>PremierOne Mobile Windows Client Per Device License (51-100 units)</i>	50
<i>PremierOne Mobile Windows Client Per Device License (101-500 units)</i>	400
<i>PremierOne Mobile Windows Client Per Device License (501-1000 units)</i>	500
<i>PremierOne Mobile Windows Client Per Device License (1001+ units)</i>	155
PremierOne Records Software	
<i>PremierOne Records Tier 1 Server License (501 to 1000 users)</i>	1
<i>PremierOne Records Client License</i>	592
<i>PremierOne Mobile Records Client License</i>	689
<i>PremierOne Convert-on-Demand</i>	1
PremierOne Software	
<i>PremierOne Query Service Server License</i>	1
<i>PremierOne GIS Editing Client Plug-In License</i>	1
<i>PremierOne CAD & Mobile Reporting Service Server License</i>	2
<i>PremierOne Records Reporting Service Server License</i>	1
<i>PremierOne Mapping Server License</i>	2
Motorola Yearly Interface Maintenance	
<i>Active 911</i>	1
<i>AFIS LiveScan</i>	1
<i>ASAP-PSAP</i>	1
<i>ASTRO MCC7500</i>	1
<i>ASTRO Radio Location & Messaging</i>	1
<i>ASTRO Radio PTT</i>	1
<i>Avigilon</i>	1
<i>Axon BWC</i>	1
<i>Axon In Car</i>	1
<i>Brazos eCitation</i>	1
<i>CC Analytics</i>	1
<i>CC Community</i>	1
<i>Coban Body Cameras</i>	1
<i>Command Bridge</i>	1

Category / Description	
<i>CryWolf</i>	1
<i>E911/TDD</i>	1
<i>Emergency Reporting</i>	1
<i>ESO EMS Mobile</i>	1
<i>ESO ePCR</i>	1
<i>ESO Fire Mobile</i>	1
<i>ESO Fire Records</i>	1
<i>Evidence.com</i>	1
<i>Fire Rover App</i>	1
<i>Firehouse Cloud</i>	1
<i>Firehouse Enterprise CAD</i>	1
<i>Firehouse FRMS</i>	1
<i>FTO Mobile</i>	1
<i>Genetic Digital Evidence</i>	1
<i>I Am Responding</i>	1
<i>IA Pro</i>	1
<i>Incode Court</i>	1
<i>L3 Digital Evidence</i>	1
<i>L3 MobileVision</i>	1
<i>MACH Alert FSA</i>	1
<i>PageGate</i>	1
<i>PMAM Alarm Billing</i>	1
<i>PowerPhone</i>	1
<i>ProQA</i>	1
<i>State/NCIC</i>	1
<i>Tyler Odyssey</i>	1
<i>WatchGuard</i>	1
<i>WestNet FSA</i>	1
<i>Zetron FSA</i>	1
Network Hardware	
<i>Extreme Networks Summit X620-16t Switch</i>	2
<i>Extreme Networks Summit X620-16t Switch 5 Year Maintenance</i>	2
<i>Extreme Networks Summit X460-48 OOB Switch</i>	1
<i>Extreme Networks Summit X460-48 OOB Switch 5 Year Maintenance</i>	1

Category / Description	
PremierOne FortiGate FG-501E Firewall Device	2
PremierOne FortiGate FG-501E FortiCare 5 Year Maintenance	2
PremierOne FortiGate AC Power Supply for FG-300/301E and FG-500/501E	2
Other Hardware and Software	
PremierOne Cable RJ-45(M) to RJ45(M) STP 2.44M CAT6a Blue	2
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.44M CAT6a Aqua	8
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.44M CAT6a Black	4
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a Blue	2
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a Aqua	6
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a Black	6
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a Orange	12
PremierOne Cable RJ-45(M) to RJ45(M) UTP 30.5cm CAT6a Blue	2
PremierOne Cable RJ-45(M) to RJ45(M) UTP 15.2cm CAT6 Red	1
PREMIERONE 10GBASE50CM Twinaxial Cable	8
Lantronix UDS1100 (One Required for Each 911 Interface)	32
NRPC-40-SRV Distinct ONC RPC/XDR for .NET v4.0 Server Run Time -- CADI Protocol for SmartZone Radio Interface	1
Microsoft SQL Server Enterprise 2017 4 Core ENT Base License	4
Microsoft SQL Server Enterprise 2017 2 Core ENT Add License	5
Microsoft SQL Server Standard 2017 4 Core STN Base License	5
Microsoft SQL Server Standard 2017 2 Core STN Add License	5
Microsoft®SysCtrDatacenter 2016 2 Core Base and Add License	60
Microsoft®SysCtrDatacenter 2016 2 Core Add License Maintenance	60
Server Hardware and Software	
PremierOne HPE 42U Enterprise 800mm Wide Rack, with Console, KVM Switch, and Monitored PDUs	1
Panduit Cable Strain Relief Bar for PremierOne	4
PremierOne HPE DL360 Gen10 Host Server	5
PremierOne HPE DL360 Gen10 Host Server 5 Year 24x7 Maintenance	5
PremierOne HPE DL360 Gen10 Monitor Server	1
PremierOne HPE DL360 Gen10 Monitor Server 5 Year 24x7 Maintenance	1
VMWare vSphere 6 Ent+ CPU	11
VMWare vSphere 6 Ent+ CPU 1 Year 24x7 Maintenance	11
VMWare vCenter 6 Std	1
VMWare vCenter 6 Std 1 Year 24x7 Maintenance	1

Category / Description	
VM, Monitoring and ADC SW SolarWinds Network Performance Monitor SL250 License	1
SolarWinds Network Performance Monitor SL250 Yearly Maintenance	1
VM, Monitoring and ADC SW SolarWinds NetFlow Traffic Analyzer SL250 License	1
SolarWinds NetFlow Traffic Analyzer SL250 Yearly Maintenance	1
F5 BIG-IP LTM 1G Load Balancer	2
F5 BIG-IP LTM 1G Load Balancer 1 Year 24x7 Maintenance	2
Storage Hardware and Software	
Storage - HP StoreOnce 3520	1
HP StoreOnce 3520 1 Year 24x7 Maintenance	1
Storage StoreOnce Capacity Expansion to 24 TB LTU	1
Third Party Partners	
CommSys Query Services - Software Licenses & Implementation Services	1
CommSys ASAP Software Licenses & Implementation Services	1
AF20 46TB Flash Storage Software Licenses & Implementation Services	1
RapidSOS	
RAPIDSOS Location	1
RAPIDSOS Data - (Per PSAP)	20
Implementation and Installation Services	

6.2.4.2 System Implementation Documentation

Prior to commencing work, the Vendor must provide documentation to include systems design for Vendor installed components, with clearly identified interface points to other systems, Implementation Plan, System Test Plan and Procedures, and Training Plan. The delivery of these and certain key documents are expected to be indicated as milestone points on the Work Breakdowns Structure (WBS) of a Microsoft Project Schedule, which will be provided by the Vendor as its first deliverable.

Motorola Solutions Response

Motorola employs intelligent project management processes and tools such as Planview Enterprise for schedule development, control, and resource management. Planview Projectplace provides the ability for customers to collaborate online with Motorola and the customer project team members. There is no license fee required for the Consortium to use Planview Projectplace. Unless otherwise agreed to, the schedule for this project will be maintained using Planview. The project schedule will be baselined before work on activities begins. The schedule will be stored in Planview Projectplace and shared with the Consortium PM.

Motorola also utilizes Planview Projectplace for project team collaboration and document sharing and project repository management.

6.2.4.3 Training and Operations Documentation

Several documents will be prepared that will be used in training personnel and/or in operating the system. The Vendor must describe these documents in its proposal and specify the number of each that will be delivered to the Consortium.

Motorola Solutions Response

- User Guides (for each contracted product). (electronic versions)
- CAD Business Process Review and Provisioning Workbook. (electronic versions)
- Records Operational Review Document. (electronic versions)
- System Administration Guide. (electronic versions)
- System Configuration Workbook. (electronic versions)
- As-Built System Design Documentation. (electronic versions)

As-built system documentation is also archived with the System Support Center along with customer information and access procedures to facilitate efficient response and resolution of any reported system issues.

6.3 Project Management

The Consortium will have a project manager for this implementation project. The Consortium's Project Manager will be the point of contact with the Vendor's project manager in all areas indicated in this RFP section. He/she will be empowered to resolve disputes and make decisions about any changes to the implementation plan or technical aspects of the system. He/she will also provide liaison with agency department heads and will assist in coordinating work with the Vendor.

The Vendor must also name a project manager. Key expectations for this individual include that this person:

- Will be empowered to authorize project changes.
- Will provide periodic written status reports at a mutually agreed upon time frame.
- Will maintain the involvement of the same Project Manager throughout the entire project and through implementation.

Subsequent to selection, the Vendor will present the project manager to Consortium management for the Consortium's approval.

Motorola Solutions Response

Understood.

6.3.1 Coordination

Vendors must include a review of the project plan in each weekly teleconference briefing, and monthly on-site meeting, or more often if necessary. This briefing must include a review of the tasks accomplished and items delivered or installed. The Vendors Project Manager must keep the Consortium's Project Manager fully informed of any change in schedule and must provide a modified project plan including Gantt Chart for each schedule change of more than one day.

Vendors must deliver written notice to the Consortium no less than two weeks prior to the completion of each milestone. The purpose of this notice must be to allow the Consortium to schedule personnel who may be required to participate in testing or other activities associated with a pending milestone.

Motorola Solutions Response

Understood.

6.3.2 Scheduling

All proposals must include a preliminary schedule for the complete implementation of the proposed system components where the expected order of deployment is:

Computer Aided Dispatch

- Call Taker
- Dispatch
- Administration
- Fire
- CAD Mobile

Records Management System

- Case/Records Management
- NIBRS Reporting
- Property/Evidence
- Warrants
- Field Reporting
- Crime Analysis

Detention Management System

- Booking
- Identification
- Detainee Property
- Detainee Medical

The preliminary proposal schedules must include clearly identified milestones and tasks for each of the major activities and events that are planned for completion of the System through the complete system acceptance.

The Vendor (or Vendors) must be required to finalize a detailed schedule and Implementation Plan, for approval by the Consortium, as part of the contract negotiation process.

The detailed schedules must be included as part of the Contract, and must be maintained by the Vendor (or Vendors), and must be updated and reviewed with the Consortium at regular intervals as part of normal project management functions by the Vendor.

All scheduled changes are subject to the prior approval of the Consortium.

Coordination with the Consortium's project manager is required. The Consortium will not be responsible for any extra costs in the implementation phase that are caused by failure on the Vendors part to coordinate with the project manager.

Installation of the main system components must also be coordinated with the Consortium's project manager. Specify what specific interactions will be required, and what time will be required to make any required interfaces.

Installation of user equipment in occupied areas must minimize disruption to normal business activities. Specify how this requirement will be met.

Implementation of application systems must follow a logical progression, with testing and acceptance of predecessor systems prior to the implementation of additional systems.

During testing and startup of the new systems, on-site Vendor technical support is required.

Motorola Solutions Response

Based upon the Consortium's expected order of deployment listed above, Motorola is providing a phased deployment of CAD/Mobile first, followed by Records (includes Booking module). Alternatively, Motorola can also support all applications being cutover at the same time.

Our costs and schedule are structured to support this order of deployment, and include onsite testing and go-live support for the initial cutover to production at the primary (League City) location. Consortium system administrators will receive training that will allow them to bring on additional agencies/communications centers without Motorola intervention. We welcome the opportunity to discuss options for a phased roll-out to Consortium member agencies as part of a best-and-final offering.

All proposed installation activities, including hardware installation, provisioning, training and cutover included in our proposed scope are detailed in Exhibit 2: Implementation Plan and Statement of Work in Section 9: Additional Documentation.

A schedule supporting this proposed phased-deployment and go-live support is provided as Exhibit 5 in Section 9: Additional Documentation.

6.4 Site Planning

The Vendor, as part of a walkthrough scheduled with the Consortium after award, will verify the operating environment and recommend the appropriate action for optimal implementation and usage of system by consortium staff.

Motorola Solutions Response

Motorola will review the existing infrastructure(s) and installation location(s) with the Consortium to validate that the installation environment(s) and local and wide area networks will provide optimal support of the Motorola solution. A single site survey/IP Network Analysis will be conducted at the primary installation location, and a single site survey will be conducted at the disaster recovery location, if an on-premise disaster recovery system has been included in the contract.

6.5 Business Process Review

Vendor is required to analyze the workflow for each of the work areas that will be impacted by the new applications to determine the appropriate configuration settings for the system.

Motorola Solutions Response

Comply.

6.6 Coordination Meetings

Vendor is required to integrate with the Consortium's network environment and other current applications. Coordination meetings will be required to ensure mutual understanding and shared expectations concerning the nature and extent of interface and integration activities. Further, to assure timely compatibility and connectivity, the schedule as preliminarily detailed below, must be accommodated.

Motorola Solutions Response

Motorola will schedule an Interface Design Review to review our understanding of the interface design, at the time of contract, as documented in an Interface Specification Document (ISD) in order to ensure consensus of functionality of the interface prior to Motorola commencing with development efforts. The review will include the structure of the interface, involved data elements and data mapping, event trigger, update cadence, communication path, connectivity requirements and the expected user experience. Refer to Exhibit 2: Implementation Plan and Statement of Work (Section 2.3.6.4) in section 9: Additional Documentation for more details on interfaces and integration.

6.7 Phase-In Requirements

Project schedule expectations are provided below.

Vendor is required to analyze the workflow for each of the work areas that will be impacted by the new applications to determine the appropriate configuration settings for the system.

All system components must be tested and the results of testing presented to the Consortium project manager per Section 5.

A Phase-in plan is required as part of your implementation plan, covering testing, and the sequence and timing of events.

Vendors must have their own personnel at the Consortium site during testing and startup ("go live") periods in order to ensure a smooth phase in process.

Motorola Solutions Response

Motorola's proposed costs and schedule are structured to support the order of deployment as outlined in section 6.3.2 above. Functional testing and go-live support for the initial cutover to production is provided at the primary (League City) location. Consortium system administrators will receive training that will allow them to bring on additional agencies/communications centers without Motorola intervention. Alternatively, Motorola can provide support for a Consortium-wide roll out of member agencies.

6.8 Data Migration

Migration of present data files is required. It is expected that the conversion programs will be thoroughly tested, and that full data sets will be totally converted and loaded into the system during an evening or weekend. Provide the programs/scripts used for scrubbing data (i.e., addresses) prior to data migration. Provide information on the methodology used to ensure all data was properly migrated. Provide information on vendor team utilized for conversion with their experience converting for similarly sized agencies. Use the Proposal Response Forms, Section 6 to supply this information.

Motorola Solutions Response

Motorola provides several alternatives to the costly and time-consuming process of converting your legacy data. We provide a Convert on Demand tool that allows you to view legacy records, and if that record is needed to be reactivated, allows a trained user to convert that case into PremierOne Records. Another option to converting all of your historical data, is to convert only active cases, and utilizing a query from within PremierOne CAD or Records to view historical records.

The Convert on Demand tool is included as part of your PremierOne solution. We've provided option pricing for full conversion of data in your current systems outlined in RFP section 2.3.

6.9 Training

6.9.1 Training Guidelines

The general training approach desired will be training of System Administrators and support personnel for general systems administration and operations, and select staff for application operations. The Vendors training programs must be designed and conducted to provide complete familiarization in applicable system operation.

The Vendor must describe the types of training classes that will be conducted, the number of persons that can be trained in each session, and the total number of hours required for each person to be trained. The training plan must provide for rotating shift operations. All training, insofar as possible, is to be conducted on-site in Consortium facilities. A copy of all training materials used by the Vendor is to be delivered to the Consortium upon conclusion of the training. The Consortium has a computer training lab onsite with multiple student workstations and 1 instructor workstation.

Motorola Solutions Response

Motorola is proposing instructor-led training for technical and system administration/reporting training and end-user training for CAD. We've also included CAD train-the-trainer in order to properly train subject matter experts and super users. All other training is provided through train-the-trainer and online training through the Learning Experience Portal (LXP). Please refer to Exhibit 4: Training Plan included in Section 9: Additional Documentation. Training scope is based upon the numbers of users and requirements for go-live presented in this RFP. This scope may change during negotiations if agency/communication center roll-out is changed to support agency requirements.

6.9.2 System Training and Documentation Requirements

The minimum training requirements are outlined at the end of this Section. The Vendor should use this as a guideline of requirements and should comment on suggested training.

Motorola Solutions Response

Understood.

6.9.3 Training Schedule

With the Implementation Plan, the Vendor must submit a schedule of all proposed training modules with the following information:

- Course summary/outline
- Duration of training for each module
- Maximum class size
- Audience

- Location of training
- Student prerequisites.

Motorola Solutions Response

Please refer to Exhibit 4: Training Plan included in Section 9: Additional Documentation. Training scope is based upon the numbers of users and requirements for go-live presented in this RFP. This scope may change during negotiations if agency/communication center roll-out is changed to support agency requirements.

6.9.4 Training Environment

- The system shall include a training environment that provides the real system and allows users to access training databases.
- Users logged on to the training database must utilize the same commands, forms and system features as users logged on to the live system.
- No data entered or command invoked while logged to the training database must corrupt the live system or noticeably impede the performance of the live system.

Motorola Solutions Response

A separate test/training environment is included. With the exception of interfaces, it is a complete copy of the production environment.

6.9.5 Training Volumes

Training proposals must provide for System Administration, Application Software and Report Generation, primarily through on-site training. Additional Vendor classroom training may be proposed. The Vendor may also suggest cloud hosted / web portal remote learning tools.

TRAINING REQUIREMENTS		
Class	Total Trainees	Training Method
System Administration	25	Onsite
CAD System	130	Onsite
Records Management	60	Train-the-Trainer
CAD Mobile / FBR	60	Train-the-Trainer
Property & Evidence	40	Onsite
Detention Management	60	Train-the-Trainer
Reporting & Analytics	25	Web

Motorola Solutions Response

Please refer to Exhibit 4: Training Plan included in Section 9: Additional Documentation. Training scope is based upon the numbers of users in the table above, and requirements for go-live presented in this RFP. This scope may change during negotiations if agency/communication center roll-out is changed to support agency requirements.

6.9.6 Ongoing Training

The following requirements are applicable to the provision by Vendor of various categories of training after Implementation and Acceptance:

- Train-the-Trainer capability to be provided with the above.
- Vendor is asked to describe their program for follow-up training, if and when needed.
- This training is a separately chargeable item.
- Rates for subsequent years are subject to negotiation.
- Vendor may make training available at both Vendors' training facility and, at the Consortium's option, at the Consortium's site.
- Charges for training must be included in Price Proposal Sheet.

Motorola Solutions Response

Motorola interprets "follow-up" training as refresher training. Our approach to refresher training is through our Learning Experience Portal (LXP). LXP is a no-cost online, self-paced training management system. Any registered user can access training modules and videos for both refresher training or new user training. Additional details on LXP are provided in the Exhibit 4: Training Plan included in Section 9: Additional Documentation.

Motorola has included train-the-trainer training for all application training. For new hires after production use of the applications has started, training can be provided by Consortium trainers or additional training can be purchased as the time the need is recognized. Alternatively, training can be pre-purchased and paid for as part of annual maintenance.

6.10 Implementation Plan

Your response to these implementation requirements should be included in the implementation plan. This plan can be in your format, but it must:

- Include a complete schedule of events, consistent with Section 6.6, in narrative and GANTT chart form.
- Show an implementation schedule that has specifically designated phases; each phase should have its acceptance plan and milestones. The overall implementation plan should combine all phases into a coherent plan.

- Respond to all of the requirements in this RFP section in the narrative using the same numbering scheme as shown in this RFP. State how each requirement will be met.
- Be able to be used as a stand-alone document for use by the project managers and implementation staff.
- Incorporate training on Preventative Maintenance procedures and software, if offered (please describe).

Motorola Solutions Response

The Implementation Plan and Statement of Work can be found in Section 9: Additional Documentation as Exhibit 2. A draft proposal schedule is located in Section 9 as Exhibit 5. The schedule is designed to represent the expected order of deployment with CAD and Mobile first, followed by Records (as required in section 6.3.2 Scheduling). Note that requirements for a Detention Management System are being addressed through the Booking module in PremierOne Records.

Motorola is proposing responses to requirements inline in the RFP response. This document will be incorporated as an Exhibit to the Implementation Plan as part of the final contract package.

Training on System Administration including preventative maintenance is included in our proposed training in Section 9 / Exhibit 4.



MOTOROLA SOLUTIONS

Section 7

Contract Requirements

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 7

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Section 7

Contract Requirements Response

7.1 Clarifications and Redlines

Motorola Solutions' ("Motorola") proposal is subject to the enclosed responses, including any clarifications to League City, TX ("Customer") Request for Proposal, dated November 19, 2021, and to the terms and conditions of the enclosed Master Customer Agreement ("MCA") or, in the alternative, a negotiated version thereof.

This proposal was prepared in accordance with Motorola's understanding of League City's requirements based on the information provided and on good systems design techniques. All certifications are made to the best of Motorola's knowledge and understanding at the time and date of submission of this bid.

CONTRACT TERMS AND CONDITIONS		Clarifications
REQUEST FOR PROPOSAL Section 7.0 Contract Requirements		
	Comply with Clarification	Motorola's Proposal is subject to the terms and conditions of the enclosed Master Customer Agreement, its exhibits and Addenda, or, in the alternative, a negotiated version thereof. The proposal submitted sets forth Motorola Solutions' ability to comply with (Customer) specifications. If Motorola Solutions' proposal is found acceptable and Motorola Solutions is awarded the contract, the proposal and any resulting contract will take precedence over the (Customer's) terms and specifications in the solicitation
REQUEST FOR PROPOSAL Section 8. Price Requirements		
	Comply with Clarification	Motorola will comply with the following clarification: As an additional Pricing Option, Customer will have the ability to enter into a Shared Agency

CONTRACT TERMS AND CONDITIONS		Clarifications
		Agreement (“SAA”) to be between Motorola Solutions Inc. (“Motorola”) and the entity set forth in the MCA (“Customer” or “Host Agency”). The SAA will be subject to and governed by the terms of the Master Customer Agreement (“MCA”) and any addendum (“Addendum” and collectively, the “Addenda”) entered into between the Parties, effective as of _____. By entering into this SAA, the Shared Agency affirms that they will fund their shared costs of the system and services, per the terms of the MCA and as identified in the pricing section of the attached Addenda. Shared Agency agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. Motorola will invoice the Shared Agency upon contract execution for the shared costs of the up-front implementation of the system and Motorola will invoice the Shared Agency annually for their portion (if any) of ongoing annual maintenance and subscription services identified in the SAA Addenda. Shared Agency - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the MCA. Host Agency – The “Host Agency” is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency
A2 – STANDARD AGREEMENT Section 2. Term and Termination		
2. Term and Termination: This Agreement shall commence on Click or tap to enter a date. and shall expire on Click or tap to enter a date. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination,	Comply with Clarification	Motorola will comply subject to the following Clarification: If Customer has accepted delivery of any products or services performed through the date of termination, Customer is obligated to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses.

CONTRACT TERMS AND CONDITIONS		Clarifications
City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.		
A2 – STANDARD AGREEMENT Section 5. Liquidated Damages		
Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.	Comply with Clarification	Motorola will comply subject to the following Clarification: 1. Contractor and Customer acknowledge that time is of the essence in performing this Agreement. Both Motorola Solutions and customer must adhere to the project schedule (as it may be revised by mutually agreed change orders). If Motorola Solutions fails to achieve system acceptance in accordance with the project schedule and such failure is caused by Motorola Solutions’ breach of this agreement and not by the customer or its employees, representatives, or other contractors or by causes beyond Motorola Solutions’ control, then Motorola Solutions shall pay to customer as its sole and exclusive remedy liquidated damages in the amount of \$_____ [to be negotiated after Contract Award] for each working day attributable to Motorola Solutions’ breach, as more fully described below. 2. Motorola Solutions and Customer agree that, although such liquidated damages are difficult to ascertain, they are a reasonable approximation of the amount of damages customer would suffer caused by Motorola Solutions’ breach in failing to achieve system acceptance as scheduled, and that such liquidated damages are not a penalty. These liquidated damages are intended to compensate customer for all damages caused by such delay, including those relating to the administration of the agreement and other related contracts,

CONTRACT TERMS AND CONDITIONS		Clarifications
		additional costs incurred by customer for engineering and other personnel, expenditures resulting from the inability of customer to use the system during the delay, and other miscellaneous obligations and expenditures which customer would incur as a result of such delay. In determining the liquidated damages amount, Motorola Solutions and customer have taken into consideration the other provisions of this agreement that protect owner, including the Performance Bond, the Payment Bond, and Milestone Payments. 3. The maximum amount of liquidated damages that Motorola Solutions will be liable to pay customer is 5% of the contract price, excluding any portion thereof attributable to subscriber devices, taxes, bonds, and freight. 4. For customer to assert a claim for liquidated damages, it must first provide formal written notice to Motorola Solutions. Motorola Solutions shall be entitled to a thirty (30) day grace period before customer is entitled to any liquidated damages. This liquidated damages provision is for the benefit of only Customer and not for any other party purchasing off of this agreement and only relates to the original system. 5. If the project schedule is being delayed such that Motorola Solutions will, or is likely to, owe liquidated damages to customer, both Motorola Solutions and customer shall take such actions as may be reasonable to mitigate the amount of liquidated damages that Motorola Solutions will owe customer. These actions will be discussed during the implementation progress meetings."
A2 – STANDARD AGREEMENT Section 7. Intellectual Property		
This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain	Comply with Clarification	Motorola will comply subject to MCA Section 7.2 Intellectual Property Infringement Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay

CONTRACT TERMS AND CONDITIONS		Clarifications
the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.		all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this Section 7.2 – Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software). In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct

CONTRACT TERMS AND CONDITIONS		Clarifications
		the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product. This Section 7.2 – Intellectual Property Infringement provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in Section 8 – Limitation of Liability below.
A2 – STANDARD AGREEMENT Section 13. INDEMNIFICATION		
CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.	Comply with Clarification	Motorola will comply subject to MCA Section 7.1 – General Indemnity: Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section - General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
A2 – STANDARD AGREEMENT Section 19. Alternate Dispute Resolution		
To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not	Comply with Clarification	Motorola will comply subject to MCA Section 12 – Disputes:

CONTRACT TERMS AND CONDITIONS		Clarifications
preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.		Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"): Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("Notice of Mediation") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this Section 12.2 – Negotiation; Mediation will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with Section 12.3 – Litigation, Venue, Jurisdiction below.

CONTRACT TERMS AND CONDITIONS		Clarifications
		Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
A2 – STANDARD AGREEMENT Section 24. Risk of Loss		
If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.	Comply with Clarification	Motorola will comply subject to the following Clarification: Title to and Risk of Loss for the equipment provided under this Agreement will pass to customer upon shipment. Title to Software and underlying intellectual property rights (i.e., patents, copyrights, proprietary and confidential information and know how) belonging to Motorola Solutions or any third party will remain with Motorola Solutions or such third party and will not pass to customer at any time.
A2 – STANDARD AGREEMENT Section 4 – Insurance		
	Comply with Clarification	Motorola can comply with the following clarifications provided below.

4. **Insurance:** Contractor **Choose an item.** required during the Contract Term to maintain insurance as follows: (a) ~~Comprehensive-Commercial~~ General Commercial Liability insurance covering bodily injury and property damage, with ~~minimum~~ coverage limits—~~exclusive-of-including~~ defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with ~~minimum~~ coverage limits—~~exclusive-of-including~~ defense costs—of \$2,000,000 per ~~occurrence~~~~claim and aggregate~~; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with ~~minimum~~ coverage limits—~~exclusive-of-including~~ defense costs—of \$1,000,000 ~~per occurrence and \$2,000,000 aggregate~~~~combined single limit~~. All policies ~~Workers Compensation policy~~ must contain a waiver of subrogation against City. ~~Comprehensive-Commercial~~ General Liability and Commercial Automobile Liability policies must ~~name-include~~ the City as Additional Insured. Contractor shall pay all insurance deductibles ~~and deductibles must not exceed \$10,000 unless approved in advance by City.~~ Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

4. **Insurance:** Contractor **Choose an item.** required during the Contract Term to maintain insurance as follows: (a) ~~Comprehensive-Commercial~~ General Commercial Liability insurance covering bodily injury and property damage, with ~~minimum~~ coverage limits—~~exclusive of including~~ defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with ~~minimum~~ coverage limits—~~exclusive of including~~ defense costs—of \$2,000,000 per ~~occurrence~~ claim and aggregate; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with ~~minimum~~ coverage limits—~~exclusive of including~~ defense costs—of \$1,000,000 ~~per occurrence and \$2,000,000 aggregate~~ combined single limit. ~~All policies~~ Workers Compensation policy must contain a waiver of subrogation against City. ~~Comprehensive-Commercial~~ General Liability and Commercial Automobile Liability policies must ~~name include~~ the City as Additional Insured. Contractor shall pay all insurance deductibles ~~and deductibles must not exceed \$10,000 unless approved in advance by City.~~ Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

7.2 Sample Terms and Conditions

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, Motorola Solutions’ proposal response to the League City RFP 22-010, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum, except as provided in this section. Notwithstanding any provision to the contrary in this MCA or Addendum or Ordering Document, the Parties agree that: (1) the pricing shown in the Addendum attached hereto shall govern this MCA; (2) in no event shall League City be obligated to greater than its share among the consortium agencies of equipment and annual maintenance costs, which are anticipated to be _____ and _____/year, respectively; (3) fellow consortium agencies will be allowed no less than sixty (60) days from the Effective Date to execute their own contracts with Motorola Solutions, Inc.; and (4) all discounts and pricing offered to League City will be available to fellow consortium agencies. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

- 2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.
- 2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.
- 2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.
- 2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.
- 2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be

owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein. Customer may terminate this Agreement for any reason upon giving Motorola 60 advance written notice. If the Customer exercises this right to terminate, Customer will be immediately liable to pay Motorola for the portion of the Contract Price attributable to the Equipment, and/or Software delivered, and all services performed, on or before the effective date of the termination; If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, the Customer will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for

personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Upon reasonable advance written notice to Customer, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately

notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

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

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**MOTOROLA PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than four (4) years after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being

clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users

for business contact purposes, including marketing, advertising, licensing and sales purposes; **“Service Use Data”** means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; **“Customer Data”** means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **“Third-Party Data”** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; **“Motorola Data”** means data owned or licensed by Motorola; **“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **“Process”** or **“Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, **“Motorola Materials”**). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer

represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Texas. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Houston, Texas, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Galveston County, Texas. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

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

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Shared Agency. Other public entities may purchase off of this Agreement under the same terms and conditions set forth herein through the use of a Shared Agency Addendum.

13.13. Certifications. By executing this Agreement Motorola verifies that Motorola (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

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

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

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

John Baumgartner, P.E.,

Title: _____

City Manager

Date: _____

Date: _____

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its

Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Software Products Addendum

This Software Products Addendum (this “**SPA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

9. Addendum. This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

10. Software Systems; Applicable Terms and Conditions.

10.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

10.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then

such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

11. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

12. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

13. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue

for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

14. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

15. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, determines to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

16. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

17. Applicable End User Terms. Additional license terms apply to third-party software included in CAD and Records Products which are available online at: www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

18. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

18.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

18.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering

Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

18.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

19. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch ("**CAD**") or Records Products under this SPA.

19.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

19.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

20. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software.

20.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

20.2. Data Retrieval. Cloud hosted software will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 24 hours to be viewable.

20.3. Maintenance. Scheduled maintenance of cloud hosted Software will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance 24 hours in advance.

21. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, 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 Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any

Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription

Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. 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 Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses

purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Shared Agency Agreement

This Shared Agency Agreement (“**SAA**”) is entered into between Motorola Solutions Inc. (“**Motorola**”) and the entity set forth below or in the MCA (“**Customer**” or “**Host Agency**”) and will be subject to and governed by the terms of the Master Customer Agreement (“**MCA**”) and any addendum (“**Addendum**” and collectively, the “**Addenda**”) entered into between the Parties, effective as of [REDACTED]. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the MCA.

By entering into this SAA, the Shared Agency affirms that they will fund their shared costs of the system and services, per the terms of the MCA and as identified in the pricing section of the attached Addenda. Shared Agency agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. Motorola will invoice the Shared Agency upon contract execution for the shared costs of the up-front implementation of the system and Motorola will invoice the Shared Agency annually for their portion (if any) of ongoing annual maintenance and subscription services identified in the Addenda.

Section 1: Definitions

- 1.1 Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the MCA.
- 1.2 Host Agency** – The “Host Agency” is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
- 1.3 Software**—“Software” means the PremierOne software licensed hereunder.

Section 2: License

- 2.1 Grant of License.** Motorola grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the MCA, as well as the terms and conditions specified in this SAA. The license fees paid by Shared Agency to Motorola shall be the same as those paid to Motorola by the Host Agency. Shared Agency agrees to comply with all such terms and conditions of the MCA and this SAA.
- 2.2 Termination.** This SAA will terminate automatically if and when the MCA terminates for any reason. Motorola or the Host Agency may immediately terminate this SAA and license at any time if the Shared Agency breaches the terms of this SAA or the MCA. The Host Agency may terminate this SAA at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software.
- 3.2 Warranty.** The Representations and Warranties for the Software is defined in Section 6 of the MCA is limited to the remaining time, if any, originally granted under the MCA.

Accepted and Approved:

[Shared Agency]

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Maintenance and Support Agreement

This Maintenance and Support Agreement (the “**Agreement**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred herein as a “**Party**” and collectively as the “**Parties**”. This Agreement is effective as of the date of the last signature (the “**Effective Date**”)

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

Section 1 **EXHIBITS**

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	“Covered Products, Support Options and Pricing”
Exhibit B	“Customer Support Plan”
Exhibit C	“Labor Rates”

Section 2 **DEFINITIONS**

“CSR” means Motorola Solutions Customer Service Request System.

“Equipment” means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

“Motorola” means Motorola Solutions, Inc., a Delaware corporation.

“Motorola Solutions Software” means Software that Motorola owns and is covered in this Maintenance and Support Agreement. .

“Non-Motorola Solutions Software” means Software that a Third Party other than Motorola owns.

“Optional Technical Support Services” means fee-based technical support services that are not covered as part of the standard Technical Support Services.

“Principal Period of Maintenance” or “PPM” means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

“Patch” means a specific change to the Software that does not require a Release.

“Products” means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

“Product Release” means the release of Motorola Software considered to be the next generation of an existing product or a new product offering.

“Releases” means an Upgrade to the Motorola Software.

“Residual Error” means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

“Services” means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

“Software” means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

“Specifications” means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

“Standard Business Day” means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

“Standard Business Hour” means a sixty (60) minute period of time starting at notification within a Standard Business Day(s).

“Start Date” means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

“System” means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to the applicable system agreement between Customer and Motorola.

“Technical Support Services” means the remote support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

“Upgrade” means the process of installing the latest or generally available version of the installed solution product.

Section 3 SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in the Customer Support Plan Exhibit for the Support Services package listed above and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is **Number spelled out (xxx) year(s)**, beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer

acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided (a) Customer pays to Motorola the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Customer Support Plan.

3.6. Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1. Motorola will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in this agreement and the Covered Products, Support Options and Pricing Exhibit. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, Motorola will provide to Customer without additional license fees an available Software Upgrade after receipt of a request from the Customer. The Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Motorola in connection with any onsite installation of the Software Upgrade. Software Upgrades, as defined in the Customer Support Plan, are designed to be delivered remotely. Services for onsite delivery requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any onsite installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Along with maintenance Software Releases, Motorola will make available new purchasable products, features and modules which are separate and distinct from the mainstream Motorola Solutions Software line of Products. Newly released Products may have {Product Name} as a pre-requisite and/or share some portion of the {Product Name} code base. Customers are not entitled to these products, features and modules, or upgrades to them within this Maintenance and Support Agreement, if they have not purchased the required licenses.

3.6.5. As part of the Software development process Motorola makes every reasonable effort to lessen impact to customer operations. Any change to existing functionality is done after thorough review of customer feedback and with announcement of said change. When it's not technically feasible to meet a particular requirement Motorola will proactively communicate the changes. Beyond these efforts Motorola does not warrant that a Release will meet Customer's particular requirement, be uninterrupted or error-free, be backward

compatible, or that all errors will be corrected. Errors addressed as part of the Software Release will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, Motorola will make available services to integrate these capabilities and functions to the upgraded version of the Software, which services may be fee based.

3.6.6. To the extent that the customer purchases an on-premise solution, Motorola's responsibilities under this Agreement to provide Technical Support Services in accordance with the package selected by the customer and as further detailed in the statement of work, customer support plan will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.6.7.

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless optional or a la carte Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines. Other services may be available for an additional fee and will be addressed with an amendment to the Agreement.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the ISP, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or customer provided software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to use a UPS system to protect against power interruptions as related to their on-premise equipment.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits or proxies if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems and performing System backup. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training (if available). The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola to confirm that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter. A full list of customer system management responsibilities is provided in the Customer Support Plan section 5.2.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10. Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and database

management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12. Customer agrees not to attempt or apply any upgrades(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 9. CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement as of the Effective Date.

MOTOROLA SOLUTIONS, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Maintenance and Support Agreement - Exhibit A
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT**TERM:**

CUSTOMER AGENCY		BILLING AGENCY	
Address		Address	
City, State, Zip		City, State, Zip	
Contact Name		Contact Name	
Contact Title		Contact Title	
Telephone Number		Telephone Number	
Email Address		Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP (800-674-4357)

Option 4 Software Products/Public Safety Applications:

- *Option 2) Computer Aided Dispatch and Mobile*
 - *Option 2) PremierOne, Legacy CAD/Mobile*
- or
- *Option 4) Records/Jail Management*
 - *Option 2) PremierOne, Legacy Records*
 - *Option 5) Offendertrak*

Site Identification Numbers

<i>Product Group</i>	<i>Site Identification Number</i>	<i>Phone Prompt</i>

Motorola Solutions Essential Support Services Include:

Customer Support Plan	Virtual Private Network VPN Tool
Case Management 24x7	HPE Defective Media Retention
Technical Support 9x5	Software Releases, as defined
Third-party Vendor Coordination	Access to Users Group Site
On-site Support (when applicable)	

Motorola Solutions Advanced Support Services Include:

All services noted above for Essential Support Services

PremierOne Solution Monitoring & Response

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level		Term Fees
				\$.00
				\$.00
				\$.00
TOTAL				\$.00

Maintenance and Support Agreement - Exhibit A Continued**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING****THIRD-PARTY VENDOR SUPPORTED PRODUCTS**

Vendor	Description	Vendor Service Level		Term Fees
				\$.00
				\$.00
				\$.00
TOTAL				\$.00

Optional Services Available:

Hardware Refresh*

User Conference Advanced Purchase**

Professional Services Upgrades*

Dedicated On-site Support Resource

Professional Service Training

Dedicated On-site Support Resource - GeoFile Services

Professional Services Consultation

*Require Multi-Year Agreement

****USERS CONFERENCE ADVANCE PURCHASE OPTION**

Users Conference Attendance	Year		Attendees	Qty	Fees
			Standard Attendance ¹		
			Registration Only		

Standard Attendance Fees Include the following:

- Registration fee
- Round trip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance²

¹ Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed

² Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference		Term Fees
				\$.00
				\$.00
				\$.00
TOTAL				\$.00

Maintenance and Support Agreement - Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees
Motorola Product TM	xx	\$.00
Added Motorola Product TM	xx	\$.00
Multi-System Discount - x%		(\$.00)
Multi-Year Discount - 2%		(\$.00)
SUBTOTAL MOTOROLA SUPPORT		\$.00
Vendor Product	xx	\$.00
Added Vendor Product	xx	\$.00
SUBTOTAL THIRD PARTY SUPPORT		\$.00
Optional Support Service	xx	\$.00
Added Optional Support Service	xx	\$.00
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$.00
GRAND TOTAL		\$.00
MONTHLY FEES (remove if not applicable)		\$.00

Maintenance and Support Agreement - Exhibit B

CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT

TERM:

CUSTOMER:

See Customer Support Plan on the following pages



PREMIERONE SOLUTION CUSTOMER SUPPORT PLAN

LEAGUE CITY, TX

DRAFT

DECEMBER 22, 2021



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QUICK CONTACT MATRIX

QUICK CONTACTS	
SUPPORT CENTER	
Toll Free Phone#	1-800-MSI-HELP (1-800-674-4357) Option 4,2,2 CAD or Mobile Option 4,4,2 RMS
Email	PSACASE@Motorolasolutions.com
Motorola Portal	MyView Portal
Provide the following information:	1. Site Name 2. Your Name 3. Your Call Back Number 4. A Brief Description of the Problem Priority (Critical, High, Medium, Low)
Warranty and/or Service Agreement Information	
Customer Name:	Contract #:
Service Agreement Start/End Date:	Service Level: Essential or Advanced
CUSTOMER SUPPORT MANAGER	CUSTOMER SUCCESS ADVOCATE
Name:	Name:
Phone:	Phone:
Mobile:	Mobile:
Email:	Email:

ESCALATION Plan

Our goal is to ensure our customers receive the best possible support from Motorola Solutions. If you feel that your support or maintenance needs are not being met, as a direct Motorola Solutions Customer, we provide an escalation process for your request to the next Motorola Solutions department or manager.

Your initial call should always be to the first department or person on the list below. If, after making this initial contact you still have unresolved issues, please see below for escalation contact information.

ESCALATION CONTACT		
Level 1	Level 2	Level 3
<u>SUPPORT CENTER</u> DON JACKSON Manager, Technical Support Mobile: (720) 355 -1183 Don.Jackson1@motorolasolutions.com	JOSH HOWELL Senior Manager, Technical Support Mobile: (616) 540.4103 Josh.Howell@motorolasolutions.com	JEREMY SMITH Head of Software Enterprise Centralized Managed & Support Operations Mobile: (951) 216.8827 Jeremy.Smith@motorolasolutions.com
<u>ON-SITE SUPPORT TECHNICIANS</u> KATIE NEWCOMB Manager, Technical Support Mobile: (720) 697-8150 Katie.Newcomb@motorolasolutions.com	JOSH HOWELL Senior Manager, Technical Support Mobile: (616) 540.4103 Josh.Howell@motorolasolutions.com	JEREMY SMITH Head of Software Enterprise Centralized Managed & Support Operations Mobile: (951) 216.8827 Jeremy.Smith@motorolasolutions.com
<u>Assigned CSM</u>	<u>RSM</u>	

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1. SUPPORT PLAN SUMMARY

1.1 Introduction – Serving Our Customer’s Needs

Motorola Solutions Inc. (“MOTOROLA SOLUTIONS”) is committed to helping people be their best in the moments that matter. We appreciate the opportunity to provide the following support services (“Support Services”) pursuant to this Support Plan, which has been tailored specifically to for your PremierOne Solution. Our Service Delivery Team is focused on the health, system performance and reliability of the PremierOne Solution (“PremierOne Solution”) Solution.

You will work with a customer support manager (“Customer Support Manager” or “CSM”) who will maintain regular communications with you and will continually monitor and assess our service deliveries over the full lifecycle of the engagement. They will be your single point of contact for any questions on Motorola Solutions products or support.

Your Support Plan may be amended from time to time to align with industry best practices and customer needs. Our goal is to build a service relationship you can trust.

1.2 Service Management Overview – PremierOne Solution Services

Motorola Solutions Essential Support Services provides basic support delivered through a combination of centralized resources within Motorola Solutions Technical Support Center (“TSC”) collaborating with product development resources that are experienced in managing mission critical systems and associated technologies. The TSC operates 24 x 7 x 365, leveraging remote access to customer systems for complete resolution methods.

Service management and open communication is the key to effective service delivery and relationship building. Our Support Services program offers end-to-end service management and includes:

- Software Support
- Motorola Solutions Technical Support Center
- Solution Monitoring & Response (Advanced)
- Service Delivery Manager

The Support Plan covers the following customer locations

Site ID	Product Group	Site Name	Site Address

2. MOTOROLA SOLUTIONS SYSTEMS SUPPORT CENTER

The TSC is the central point of contact to report PremierOne Solution incidents and submit change requests. The TSC can be reached 24/7 to assist with your service needs via:

- Toll Free Telephone: 1-800-MSI-HELP (800-647-4357)
 - Option 4,2,2 CAD Mobile
 - Option 4,4,2 RMS
- MyView Portal: low priority requests only, (estimated 24-hour turnaround)
- Email: PSACASE@motorolasolutions.com (estimated 24-hour turnaround)

NOTE: Critical and high priority incidents should not be reported via email or the MyView Portal.

Product and system technical resources are ready to receive and take action on requests for service.

The TSC will:

- Open a ticket and categorize the reported issue or request
- Resolve incidents based on priority
- Perform analysis to assist in identifying a corrective action plan
- Escalate the incident/request to technical or service experts when required
- Engage the next level management for timely problem resolution, when necessary
- Provide regular status updates for escalated incidents

Motorola Solutions primary objective is to restore your PremierOne Solution to normal operations as quickly as possible and minimize the adverse impact of service events on our customers and their mission. This serves our primary goal of maintaining industry-leading quality of service and availability. The PremierOne Solution team of highly skilled, knowledgeable and experienced specialists are available to the customer as an integrated part of the essential support and technical issue resolution process.

All customer requests for service and change requests are tracked centrally in Motorola Solutions IT Service Management (ITSM) toolset, resulting in a ticket number. All TSC support activity that occurs after the cutover of the system into production is tracked in this system to promote consistent visibility of all activities.

All calls requiring incidents or service requests are assigned a priority in accordance with the agreed "Priority Level Response" table below. Via the ITSM, Motorola Solutions will track the progress of each ticket from initial capture to resolution. Motorola Solutions will advise and inform the customer of the ticket progress and tasks that require further investigation and assistance from the customer's technical resources.

Upon notification of the incident, the TSC will supply a ticket number for reference. For each reported or alert generated, the TSC will apply a "Priority Level" classification, which has an assigned target response time objective. This classification provides the means to manage the appropriate response and engagement processes.

2.1 Reporting Incidents Using the Toll-free Number

The TSC is staffed with trained technicians who remotely access your PremierOne Solution to begin troubleshooting. For accurate reporting and ticket tracking, all PremierOne Solution issues are reported to the TSC.

At a minimum, when reporting an incident using the toll-free number above, the TSC will require:

- Customer name (Site)
- Caller's name
- Caller's contact number (supply alternate call back number)
- Description of the problem or request
- Operational impact of the problem (Priority Level)

2.2 Priority Level and Response Definitions

Reporting Trouble – The TSC number is provided to all customers for PremierOne Solution issues. If the issue cannot be resolved through our remote diagnostics by the TSC, then the customer technician will be required to report on-site to assist with the troubleshooting effort.

Response Time – shall be defined as the amount of time expired between the time in which the issue is either (a) detected by monitoring or (b) reported to TSC by the customer to the time that a qualified technician is actively troubleshooting the issue.

Note: Business Days is defined as Monday – Friday excluding holidays

Business Hours is defined as Monday – Friday 8am – 5pm local time

Incident Time – means the period of time during which the service or any service component suffers an Incident. Incident Time shall commence when the issue is either (a) detected by monitoring or (b) reported to the TSC by the customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure conditions (as defined in the applicable agreement); or (b) scheduled preventive maintenance that the customer was notified of and consented to in advance.

2.2.1 Priority Level Response Table

PRIORITY LEVEL	DEFINITION	RESPONSE TIME
1 Critical	An incident is deemed CRITICAL if one or multiple critical functions are unavailable, or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the customers' business is such that focus and resources must be applied to restoration or mitigation Full system outage, systemic inability to process mission-critical commands (e.g. incident creation), extreme systemic slowness, or majority of clients unable to connect to the system, etc.	Telephone conference within 1 Hour of initial voice notification
2 High	An incident is deemed HIGH if a business function is unavailable and normal customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions. Loss of a critical redundancy, subsystem or critical interface (e.g. CommSys Query, Paramount ProQA, Fire Station Alerting, etc.), systemic ARL failure, systemic recurring disruptive issues that frequently impact users.	Telephone conference within 3 Hours of initial voice notification during normal business hours
3 Medium	An incident is deemed MEDIUM if business functions are available, however, there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels. Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc.	Telephone conference within 8 Hours of initial notification during normal business hours
4 Low	A request is deemed LOW for minor requests. This level is meant to represent minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions and product or service Update requests.	Telephone conference within 2 Business Days of initial notification

The customer will provide a properly trained technical resource who is familiar with the operation of the PremierOne Solution that will be responsible for the maintenance and support of the PremierOne Solution. Motorola Solutions will provide remote technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

Motorola Solutions has established criteria and processes to manage Critical incidents such as a Priority 1 case. When the thresholds for the Critical 1 incident is reached the TSC, typically in consultation with their management, will declare a "Major Incident." Declaration of the Major Incident is followed by engaging the Major Incident Management Team (MIM) that provides guidance for managing the incident as well as communications to stakeholders, senior, and executive management.

2.3 Customer Contacts for Notification

The designated personnel noted below will be the customer contacts for notification of a Critical Incident and/or for technical consultation.

CONTACTS AND NOTIFICATIONS		
SITE CONTACT NAME:		
Main Phone Number for Site:		
Used when needing to speak with Site:		
Motorola Solutions Contact Name	Email	Phone Number
Customer Contact Names	Email	Phone Number
After Hours Contact Names (if different)	Email	Phone Number

2.4 Case Management via MyView Portal

The MyView Portal provides customers with an interface into our Incident Management system. MyView Portal gives valuable system and service information whenever you need it along with complete case management details from submission to close.

MyView Portal provides the ability to:

- Create low priority tickets
- Obtain status updates on existing tickets
- Supply additional information on tickets 24/7
 - When updating ticket notes, please provide contact information, which includes phone number, email, etc.

Motorola Solutions does not recommend using this tool for opening Priority 1 or 2 tickets. The same guidelines apply to updating tickets with critical information. For any critical issues or updates, customers should contact the TSC by calling 1-800-MSI-HELP (800-647-4357)

2.5 Ticket Initiation via Email

An alternative customer support tool is available for PremierOne Solution customers. Along with the toll-free phone number and MyView Portal, customers can request technical support by email. For many customers who use their handheld devices as a means to open tickets, email provides additional flexibility for initiating tickets.

For proper ticket management and contractual response, email ticketing is only available for priority levels 3 or 4. To process a ticket via email, the email must be formatted exactly as described below:

1. Address email to: PSACASE@motorolasolutions.com
2. Email Subject: Type "PSA Service Request" and a brief description of the system issue (this will become the ticket title)
3. Use the following template for the body of the email. Copy and paste from below, adding the accurate and specific needs of the request following the bold items listed:
 - **Site ID:** Site ID
 - **Product Type:** followed by the product family type. Choose from the following list:
 - ◆ PremierOne Solution CAD
 - ◆ PremierOne Solution Mobile (including Handheld)
 - ◆ PremierOne Solution Records
 - **Contact First Name:** first name or the person support personnel are to contact
 - **Contact Last Name:** last name or the person support personnel are to contact
 - **Phone Number:** phone number, including area code, where the contact person may be reached
 - **Priority Level:** indicate either priority level 3 or 4. All priority level 1 or 2 tickets must be opened via the toll-free TSC number
 - **Problem Description:** a comprehensive description of the problem
4. Once the email is sent, the customer will receive an email with a ticket number for future reference. If an email response is not received, or if a priority level 1 or 2 ticket needs to be opened, please contact the toll-free TSC number.

3. CUSTOMER RESPONSIBILITIES FOR SUPPORT AND MAINTENANCE

The customer will provide a properly trained technical resource who will be responsible for maintenance and support of the PremierOne Solution, and who is familiar with the operation of that system. The designated technical resource should be trained and certified in PremierOne Solution and any other PremierOne Solution products being supported.

Required courses for the technical resource include:

- Instructor-Led Training/Workshop
 - PremierOne Solution Suite Administration Training
 - PremierOne Solution CAD Provisioning
 - PremierOne Solution RMS ACT
- Internet Training based on product or package:
 - PremierOne Solution - All-In-One - Getting Started
 - PremierOne Solution-System Administration-Hardware Overview
 - PremierOne Solution CAD/Mobile Client Installation

The PremierOne Solution on-site technical resources are to supply suitably skilled and trained on-site presence when requested by the TSC. They will validate issue resolution prior to close of the ticket in a timely manner.

The customer's on-site PremierOne Solution support personnel must have completed the courses above. The customer on-site support personnel are responsible for the following:

1. **Monitoring:** Monitor system for notifications sent by System Center Operations Manager ("SCOM") application, resolve related issues and/or contact Motorola Solutions to open a ticket for technical support assistance, which includes heartbeat notifications.
2. **Troubleshooting:** customer will make every effort to diagnose, triage and resolve issues internally. If Motorola Solutions assistance is requested, customer will make all reasonable efforts to assist in problem resolution. This may include problem reproduction, answering questions, supplying data, etc.
3. **Initiate Service Request:** Contact Motorola Solutions TSC through authorized tools and processes outlined in Section 2 of this Support Plan to initiate a service request ticket
4. **Assess Priority Level:** Assist in assessing and assigning the initial priority level per the priority level definitions found in Section 2 of this Customer Support Plan
5. **Escalate Appropriately:** Contact Motorola Solutions to add information or make changes to existing technical support tickets, or escalate service requests to Motorola Solutions management. Motorola Solutions Services management contact information provided in the Escalation Plan at the beginning of this Support Plan.
6. **Maintenance on Hardware:** customer will provide all on-site hardware maintenance and service. Customer will contact the appropriate vendor directly for parts and hardware service not purchased through the Motorola Solutions Maintenance and Support Agreement, included in Exhibit A.
7. **VPN connectivity:** Provide VPN connectivity and telephone access to Motorola Solutions personnel.
8. **Operating System ("OS") Upgrades:** Unless otherwise stated herein, customer is responsible for any OS upgrades to the System. Before installing OS upgrades,

customer will contact Motorola Solutions to verify that a given OS upgrade is appropriate and will not adversely impact the system.

9. **Physical Server Maintenance:** Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
10. **Virtual Server Maintenance:** Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
11. **Physical Workstation Maintenance:** Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.
12. **CAD Client Maintenance:** Apply upgrades such as OS patches, administrative tools and utilities.
 - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
 - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
 - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to PremierOne Solution latest published Anti-Virus Exclusions)
 - Apply any Microsoft Critical Security patch to their PremierOne Solution that fits within the security and sustainability processes of the agency. Motorola Solutions recommends agencies follow Microsoft's guidance related to the application of Critical Security patches
13. **Mobile Client Maintenance:** Apply upgrades such as OS patches, administrative tools and utilities.
 - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
 - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
 - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to the latest released PremierOne Solution Anti-Virus Exclusions).
 - Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).
14. **Third-Party Maintenance:**
 - customer must notify Motorola Solutions prior to changes to the following:
 - ◆ .Net - Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by Motorola Solutions.
 - ◆ Server - Install, upgrade, configure, and maintain all servers hosting third-party products that interface to Motorola Solutions products. See Physical Server Maintenance section above for additional explanation.

- ◆ SQL - Install, upgrade, configure, and maintain MSSQL application. Make resource optimization changes pertaining to best practices as required by Motorola Solutions.
 - ◆ SQL Express - Install, upgrade, configure, and maintain MSSQL Express application. Make resource optimization changes pertaining to best practices as required by Motorola Solutions.
 - ◆ Unembedded Third-party Licensing - Maintain and apply all third-party licensing for products not specifically embedded within a Motorola Solutions proprietary product.
15. DB Failover (Post 4.0): Perform and periodically test system database failover via script or MSSQL tools. Engage Motorola Solutions TSC and provide supporting data for any problems discovered. Perform and periodically test system disaster recovery site failover via script provided by Motorola Solutions. Notify Motorola Solutions of any plans to perform DR Failover with reasonable advance notice.
 16. Data Purging: Perform regular file archival and purge as necessary. Configure data purges compliant with government mandates and internal retention protocols. Maintain adequate storage space to ensure that retention of required data will not adversely impact Motorola Solutions Systems.
 17. Storage Capacity Tracking and Maintenance: Monitor, maintain, and configure system data storage components in accordance with accepted standards and operational requirements as outlined by Motorola Solutions. Act on any storage related SCOM notification in accordance with the SCOM monitoring standards outlined above.
 18. Temporary DB File Size Maintenance: Monitor system temporary database size and available storage. Act on any related SCOM notifications in accordance with the SCOM monitoring standards outlined above.
 19. Customer Reports: Build/Modify/Support all custom reports in a manner that will not adversely impact RDW Server/Database functionality. Custom reports are the sole responsibility of the creator and not supported by Motorola Solutions.
 20. CAD Client Install: Install PremierOne Solution Software Releases (includes Standard, CU and ODs).
 21. CAD Client Upgrade Testing: Test PremierOne Solution Software Releases (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to Motorola Solutions for review and correction. Ensure that minimum software/hardware requirements are met.
 22. Mobile Client Install: Install, upgrade, and test PremierOne Solution Software Releases (includes Standard, CU and ODs).
 23. Mobile Client Install and Testing: Test PremierOne Solution Software Releases (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to Motorola Solutions for review and correction. Ensure that minimum software/hardware requirements are met
 24. GIS Updates: PremierOne Solution Map Maintenance.

- Ensure validity and integrity of all GIS related data introduced to the system
 - Record modifications made to GIS files, and confirm expected behavior within the PremierOne Solution
 - Perform all server mapping updates, geoset transitions, and distribute updated map files to CAD/Mobile clients
25. Anti-Virus and Windows UAC: Install, configure, and upgrade chosen anti-virus software. Appropriately configure user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola Solutions. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the customer will be responsible for diagnosing and correcting the issue.
26. System Backups: Perform and/or ensure successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne Solution SSMS full and incremental database backups completing successfully, report related SCOM notifications to Motorola Solutions.

NOTE: Tape Backups and HD Backups are the sole responsibility of the customer regardless of dedicated SDM presence.

27. Provisioning knowledge of the system: customer must ensure that adequate provisioning training and knowledge has been provided to those authorized to access and/or make changes within PremierOne Solution Provisioning. Provisioning changes should be tracked. This information should be supplied to Motorola Solutions to aid in troubleshooting efforts should a problem be experienced. Motorola Solutions now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the customer as a failsafe.
28. Records ACT: Only trained users of ACT should attempt to use ACT to maintain their system. New module creation, or existing module changes, should first be completed and tested within a non-production environment. Apply changes to the production environment by running a buildset, or importing the ash file(s). All changes made in ACT should be tracked via Motorola Solutions supplied excel files. These files must be made available upon request to aid in Motorola Solutions troubleshooting efforts. ACT additions, changes and maintenance are the sole responsibility of the customer.
29. Use of Deployment or All-In-One: Users of the deployment tool or AIO tool must be appropriately trained, and understand its operation fully. Deployment packages that are no longer necessary should be purged. Customer is responsible for their client deployment and should engage Motorola Solutions TSC if a problem is discovered.

30. **Gathering Issue Logs (Server and Client):** Supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by Motorola Solutions, must be furnished. Absence of requested data may lead to ticket closure.
31. **Customer Data Archiving:** customer is responsible for all PremierOne Solution Data Archival as per their internal requirements and needs. Adequate storage space should be maintained and data must not be stored in a manner that adversely impacts the PremierOne Solution or component operations.
32. **Network Bandwidth and Stability:** Install, monitor and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of Motorola Solutions products and related system components.
33. **Remote Access:** Upon successful completion of approved background check, customer must provide remote access to requesting Motorola Solutions personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne Solution domain access and access to all system elements that pertain to the operation of the PremierOne Solution and functionality. Customer is responsible for ensuring remote access mechanisms and procedures are compliant with any governing information security policies and procedures, including those set forth in the CJIS Security Policy, if applicable.
34. **User Access Control.** See Anti-Virus.
35. **Backup Power:** Install and maintain backup power source to ensure the effective operation of the PremierOne Solution and all its components in the event of a primary power source failure.
36. **End User Training:** Ensure that all end users of Motorola Solutions products are adequately trained to perform their duties and not cause harm or upset of system functionality. Motorola Solutions does offer additional training if necessary for an additional cost.
37. **Change Management:** Notify Motorola Solutions of any changes made to the PremierOne Solution, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.

4. MOTOROLA SOLUTIONS RESPONSIBILITIES

1. **Motorola Solutions Support Center:** Motorola Solutions provides availability to the Motorola Solution TSC (1-800-MSI-HELP), 24 hours a day, 7 days a week to respond to customer's requests for Priority 1 support. Refer to Priority Level Response Time Goals for Priority 2, 3 and 4.
2. **Motorola Solutions Response:** Motorola Solutions will provide remote technical support service via telephone consultation for technical issues that require a high

level of PremierOne Solution knowledge and troubleshooting capabilities. Remote technical support is delivered through the Motorola Solutions TSC by a staff of technical support specialists skilled in diagnosis and swift resolution of PremierOne Solution performance and operational issues.

3. Case Management: Motorola Solutions will track the progress of each ticket from initial capture to resolution. Motorola Solutions will advise and inform the customer of the ticket progress and tasks that require further investigation and assistance from the customer's technical resources.

4.1 Software Maintenance Agreement (SMA)

As new PremierOne Solution software releases become available, Motorola Solutions will provide the customer with the software required to execute an upgrade. Motorola Solutions Essential service includes remote upgrades of any On Demand ("OD") and Cumulative Update ("CU") Motorola Solutions software releases that may be available. Motorola Solutions will only provide releases that have been analyzed, pre-tested and certified in a dedicated test lab.

Motorola Solutions will post the releases to the MyView Portal for customer retrieval. If there are any recommended configuration changes, warnings, or work-arounds, Motorola Solutions will provide detailed documentation along with the releases on the website. The customer will be responsible for scheduling remote support for the application of OD/CU releases with the Motorola Solutions SCC. Customer will work with CSM for the purchase of on-site installation services with the Motorola Solutions System Implementation Organization as needed.

Releases means an Update or Upgrade to the Motorola Solutions Software and are characterized as "On Demand Releases," "Cumulative Updates," "Standard Releases," or "Product Releases." The content and timing of PremierOne Solution releases will be at Motorola Solutions sole discretion.

- An "On Demand Release" is a release of Motorola Solutions Software that is done on demand to address critical issues like stability, performance or priority 1 or 2 functional issues.
- A "Cumulative Update" is defined as a release of Motorola Solutions Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Solutions Software. Cumulative Updates may contain product enhancements and improvements. Cumulative Updates will be superseded by the next issued Cumulative Update.
- A "Standard Release" is defined as a release of Motorola Solutions Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that are reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release.)

NOTE: An extra fee is required for Standard Release upgrades, which may contain product enhancement and must be performed on-site

- A "Product Release" is defined as a release of Motorola Solutions Software considered the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola Solutions opinion will prevail, if Motorola Solutions treats the Product offering as a new Product or feature for its end user customers generally.

4.2 Security

Motorola Solutions will maintain industry standard security measures to protect the Solution from intrusion, breach, corruption or security risks. During the term of the Agreement, if the Solution enables access to FBI defined Criminal Justice Information (CJI), Motorola Solutions will comply with the FBI Criminal Justice Information Services (CJIS) Security Policy. Any additional security measure desired by customer may be available for an additional fee.

Motorola Solutions will provide the necessary information for its personnel that access customer CJI to submit to a background check based on submission of FBI fingerprint cards, complete CJIS Security Awareness Training and execute the CJIS Security Addendum. It is the customer's responsibility to determine when the background credentialing process is required by Motorola Solutions personnel.

Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control and identification and authentication policies and procedures, including password security measures, lost and stolen credentials and account validation. Further, customer must maintain industry standard security and protective data privacy measures. Motorola Solutions disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by customer or its representatives. Motorola Solutions further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, or their role in CJIS Security Policy compliance. Motorola Solutions reserves the right to terminate the Service if customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution or Motorola Solutions own security measures.

Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries to include CJIS Security Policy reporting.

5. LIMITATIONS AND EXCLUSIONS

The following activities are outside the scope of the Essential Support Services.

- On-site visits/resources

- Provisioning efforts
- Replacement/exchange of hardware not included in Exhibit A
- Motorola Solutions implementation or on-site upgrade and expansion services

6. ADVANCED SUPPORT ENTITLEMENT

As a valued Motorola Solutions customer who has purchased the Advanced Support Plan, customer is entitled to the Essential Services outlined in the above sections of this Support Plan and the following additional support services.

6.1 Network & Security Operations Center

The Network and Security Operations Center (“NSOC”) monitors and provides on-going management of your system and works closely with the TSC.

The NSOC’s primary goal in providing PremierOne Solution monitoring to maximize solution performance and prevent outages caused by solution issues that can be identified through automation. Motorola Solutions resources will configure Microsoft System Communication Operations Manager (SCOM) and SolarWinds to monitor the applications, the hardware and the network edge devices. These alerts will be sent via SMTP to Motorola Solutions monitoring management tools, which will process the alert through logical analytics and create a support event, which is routed to a technician, trained to triage and take corrective action. The following matrix displays the areas of the PremierOne Solution and the monitoring solution:

<i>Component</i>	<i>Monitoring Tool</i>
PremierOne Solution Server Software (R4.1 and higher)	SCOM
CPU Loading	SCOM
Disk space/capacity	SCOM
Resource Utilization	SCOM

<i>Component</i>	<i>Monitoring Tool</i>
Network Health	SCOM/SolarWinds
FortiGate	SolarWinds
Firewall	SolarWinds
DR Connection (if applicable)	SolarWinds
SAN Devices/Hardware	SolarWinds
MGMTHost	SolarWinds
NetClock	SolarWinds
Power Distribution Units	SolarWinds

7. DEDICATED ON-SITE SERVICE DELIVERY (OPTIONAL)

The dedicated on-site Service Delivery Manager (“SDM”) is an optional add-on service to an Essential or Advanced Support Plan. Motorola Solutions SDM provides a dedicated resource who is responsible for delivering technical services as outlined in this document. The resource will be available to the customer Monday – Friday 8am – 5pm local time.

The dedicated SDM will be trained in the PremierOne Solution product and capable to accomplish the tasks outlined in this document. The SDM will act as a liaison between the customer and Motorola Solutions software and hardware technical support teams. The resource will perform diagnostic assistance, provide preliminary hardware and software problem evaluation and possess the knowledge reasonably necessary to repair systems outlined in this Support Plan.

At the customer’s discretion, this service can be delivered using a dedicated remote SDM.

Motorola Solutions SDM will perform the following:

1. Provide dedicated support full-time, minus Motorola Solutions holidays, paid time off (PTO) benefits, and training events throughout the term of the Agreement.

Each day shall be defined as normal business hours M-F 8:00 a.m. to 5:00 p.m. and shall not exceed 8 hours per day. This provision may vary by mutual agreement between Motorola Solutions and the customer. Any such variance will necessitate a separately attached addendum.

2. Initiate Service Request Tickets. During normal business hours, contact Motorola Solutions through authorized tools and processes outlined in this Support Plan to initiate technical support request ticket.
3. Assess Priority Level. During normal business hours assist in assessing and assigning the initial and the correct priority level per the priority level definitions found in this Customer Support Plan.
4. Troubleshooting: Diagnose, triage and coordinate with Motorola Solutions technical support, Motorola Solutions engineering teams, and contractually agreed upon third-party vendors to resolve reported system incidents/problems.
5. Gathering Issue Logs (Server and Client). During normal scheduled business hours, supply all requested logs for problems that need to be diagnosed and resolved.
6. Follow customer required change management procedures prior to making any system change. This may include seeking formal approval, coordination, user notifications, etc.
7. The following includes responsibilities that may be assigned to the dedicated SDM:
 - a. Monitor system(s) to determine any negative performance impacts, and engage appropriate resources when necessary.
 - b. Work with customer staff to identify and resolve reported system incidents/problems.
 - c. Perform periodic system maintenance and software patching, in accordance with Motorola Solutions supplied guidelines, on physical and virtual servers covered within the scope of the Maintenance and Service Agreement.
 - d. Document, analyze, validate, and escalate, when necessary, through full resolution.
 - e. Run diagnostics using approved Motorola Solutions tools.
 - f. Assist with technical system requirements analysis.
 - g. Provide system performance reporting using approved Motorola Solutions tools when requested.
 - h. Assist with contractually covered database system back-ups.
 - i. Assist with upgrade planning and installations.
 - j. Understand system dependencies and related connections.
 - k. Provide incident/problem information to track reported issues and progress towards resolution.
 - l. Assist customer with training plan development for users and system functionalities. Engage appropriate Motorola Solutions subject matter experts when necessary.

- m. Coordinate with Motorola Solutions and/or customer Project Management as applicable.
 - n. Assist in the development of internal documentation pertaining to system configuration, administration, and troubleshooting.
- 8. Software Releases: Install PremierOne Solution Software Releases (includes CU and ODs) to CAD Client and Mobile Client.
- 9. Maintenance on Hardware: Provide on-site PremierOne Solution hardware maintenance and service for Motorola Solutions hardware purchased as part of the PremierOne Solution agreement. Customer is responsible for purchasing on-going maintenance for third-party on-site hardware support for all hardware not included as part of the PremierOne Solution agreement. Customer will contact the appropriate vendor directly for parts and hardware service, if not purchased through the Motorola Solutions Maintenance and Support Agreement.
- 10. SCOM Monitoring: Monitor system for notifications sent by SCOM, resolve related issues and/or contact Motorola Solutions to open a ticket for issue tracking.
- 11. Physical Server Maintenance: Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
- 12. Virtual Server Maintenance: Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
- 13. DB Failover (Post 4.0): Perform and periodically test system database failover via script or MSSQL tools. Engage Motorola Solutions SCC and provide supporting data for any problems discovered. Perform and periodically test the system disaster recovery site failover via script provided by Motorola Solutions.
- 14. Data Purging: Assist with regular file archival and purge as necessary according to the customer policy and procedures for data retention. Configure data purges compliant with government mandates and internal retention protocols. Maintain adequate storage space for retention of required data in a manner that will not adversely impact Motorola Solutions Systems.
- 15. Storage Capacity Tracking and Maintenance: Monitor, maintain, and configure system data storage components in accordance with accepted standards and operational requirements as outlined by Motorola Solutions. Act on any storage related SCOM notification in accordance with the SCOM monitoring standards outlined above.
- 16. Temporary DB File Size Maintenance: Monitor system temporary database size and available storage. Act on any related SCOM notifications in accordance with the SCOM monitoring standards outlined above.

17. **System Backups:** Assist the customer with the successful completion of daily backup operations. Verify that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Complete PremierOne Solution SSMS full and incremental database backups, report related SCOM notifications to Motorola Solutions.
18. **Use of Deployment or All-In-One:** Assist with customer deployment of PremierOne Solution software including package creation and deployment using the All-In-One Installer (AIO Tool) and/or the PremierOne Solution deployment portal. Purge deployment packages that are no longer necessary.

7.1 PremierOne Solution® Records System: (remove if not applicable)

Motorola Solutions On-Site Service Delivery Manager will perform the following tasks to support the PremierOne Solution Records System:

1. Creation of security groups and user roles to appropriately grant/limit system privileges as provided by customer.
2. Assist with the management of the customer's Custom Code Tables and Pick Lists.
3. Configure and Maintain Org Builder to follow the approval workflow of documents within the PremierOne Solution® Records Management System ("RMS").
4. Manage the flow of documents through the PremierOne Solution RMS and execute requested changes after appropriate analytical review.
5. Maintain general system configuration, make changes to default views and color coding as requested by the customer.
6. Maintain Central Index Mapping, CAD Incident Import, and Duplicate Masters configuration settings.
7. **Records ACT:** Only trained users of ACT should attempt to use ACT to maintain their system. New module creation, or existing module changes, should first be completed and tested within a non-production environment. Apply changes to the production environment by running a buildset, or importing the ash file(s). All changes made in ACT should be tracked via Motorola Solutions supplied excel files. These files must be made available upon request to aid in Motorola Solutions troubleshooting efforts. ACT additions, changes, and maintenance are the sole responsibility of the customer.
8. Possess knowledge of the business practices of each end-user area and use of their perspective modules within the PremierOne Solution RMS.

9. Possess knowledge of the Advanced Configuration Tool, and be able to execute appropriate changes to existing RMS modules, or create new modules.
10. Possess knowledge of the SSRS Reporting System and be able to generate end-user reports as requested.
11. User Configuration - Entering and maintaining users within the PremierOne Solution CAD System (applicable only to suite environments), and directly into PremierOne Solution RMS when standalone.

7.2 PremierOne Solution® CAD and Mobile: (remove if not applicable)

Motorola Solutions On-Site Service Delivery Manager will perform the following tasks to support the PremierOne Solution CAD and Mobile System:

1. Assist with the management of Dispatcher hardware changes where appropriate.
2. Convert, develop, and test CAD-related custom utilities & scripts, reports, etc.
3. Assist CAD Validators with test plans.
4. Assist in the review and evaluation of CAD Vendor conversions.
5. Present newly available CAD system features, and provide advice/assistance during need and usability review.
6. Work closely with support teams and contractually covered third-party vendors to provide any additional information required by technicians to analyze and resolve incidents/problems. (I.e. logs, output, etc.).
7. Assist in establishing "pilot groups" for new CAD system enhancements or problem resolution analysis in order to review and provide feedback.
8. As applicable, engage third-party vendors to provide contracted services in connection with issues causing a system failure. This may include some instances involving third-party vendor on-site support as well as coordination of third-party upgrade services when applicable.
9. In tickets where the resource has responded to system failure or critical issues, verify with customer that restoration is complete and/or System is functional.
10. Provide ticket activity reports to customer. Work cohesively with customer to identify and prioritize issues of greatest concern.

7.3 Customer Provided Support and Maintenance

The customer will provide a properly trained technical resource responsible for supporting the SDM with the maintenance and support of your PremierOne Solution, and who is familiar with the operation of the PremierOne Solution.

The customer technical resource will be suitably skilled and trained as the on-site presence when requested by the TSC during hours the SDM is not on site. They will validate issue resolution prior to close of the ticket in a timely manner.

The customer support personnel are responsible for the following:

1. **Initiate Service Request Tickets.** During non-business hours, contact Motorola Solutions through authorized tools and processes outlined in the Motorola Solutions Customer Support Plan to initiate technical support request ticket.
2. **Assess Priority Level.** During non-business hours assist in assessing and assigning the initial and the correct Priority Level per the Priority Level definitions found in the Customer Support Plan.
3. **Escalate Appropriately.** Contact Motorola Solutions to add information, make changes to existing technical support tickets or escalate service requests to Motorola Solutions management. Motorola Solutions SCC contact information is provided in the Customer Support Plan.
4. **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola Solutions personnel.
5. **Physical Workstation Maintenance.** Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.
6. **CAD client maintenance.** Apply upgrades such as OS patches, administrative tools and utilities.
 - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
 - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
 - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to PremierOne Solution Products latest published Anti-Virus Exclusions List.)
 - Apply any Microsoft Critical Security patch to their PremierOne Solution that fits within the security and sustainability processes of the agency. Motorola Solutions recommends agencies follow Microsoft's guidance related to the application of Critical Security patches.
7. **Mobile Client Maintenance:** Apply upgrades such as OS patches, administrative tools and utilities.
 - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
 - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
 - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to latest released PremierOne Solution Products Anti-Virus Exclusions List.)
 - Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.)

8. Customer Reports: Build/Modify/Support all custom reports in a manner that will not adversely impact RDW Server/Database functionality. Custom reports are the sole responsibility of the creator and not supported by Motorola Solutions.
9. CAD Client Upgrade Testing: Test PremierOne Solution Software Releases (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to Motorola Solutions for review and correction. Ensure that minimum software/hardware requirements are met.
10. Third-Party Maintenance:
 - .Net - Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by Motorola Solutions.
 - Server - Install, upgrade, configure, and maintain all servers hosting third-party products that interface to Motorola Solutions products. See Physical Server Maintenance section above for additional explanation.
 - SQL - Install, upgrade, configure, and maintain MSSQL application. Make resource optimization changes pertaining to best practices as required by Motorola Solutions.
 - SQL Express - Install, upgrade, configure, and maintain MSSQL Express application. Make resource optimization changes pertaining to best practices as required by Motorola Solutions.
 - Unembedded Third-party Licensing - Maintain and apply all third-party licensing for products not specifically embedded within an Motorola Solutions proprietary product.
11. Mobile Client Install and Testing: Test PremierOne Solution Software Releases (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to Motorola Solutions for review and correction. Ensure that minimum software/hardware requirements are met.
12. GIS Updates: PremierOne Solution Map Maintenance
 - Ensure validity and integrity of all GIS related data introduced to the system
 - Record modifications made to GIS files, and confirm expected behavior within the PremierOne Solution
 - Perform all server mapping updates, geoset transitions, and distribute updated map files to CAD/Mobile clients
13. Anti-Virus and Windows UAC: Install, configure, and upgrade chosen anti-virus software. Appropriately configure the user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola Solutions. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the customer will be responsible for diagnosing and correcting the issue. Per request, Motorola Solutions will make every reasonable effort to test and verify specific anti-virus patches against a replication of the customer's application if a problem cannot be resolved internally.
14. System Backups: With the assistance of the SDM, perform and confirm successful completion of daily backup operations. Ensure that all required system files and data

are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne Solution SSMS full and incremental database backups completing successfully, report related SCOM notifications to Motorola Solutions.

NOTE: Tape Backups and HD Backups are the sole responsibility of the customer, even if a dedicated SDM is purchased.

15. Provisioning knowledge of the system: customer must ensure that adequate provisioning training and knowledge has been provided to those authorized to access and/or make changes within PremierOne Solution Provisioning. Provisioning changes should be tracked. This information should be supplied to Motorola Solutions to aid in troubleshooting efforts should a problem be experienced. Motorola Solutions now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the customer as a failsafe.
16. Gathering Issue Logs (Server and Client): During non-business hours, supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by Motorola Solutions, must be furnished. Absence of requested data may lead to ticket closure. (The SDM will assist with this task during normal business hours)
17. Customer Data Archiving: customer is responsible for all PremierOne Solution Data Archival as per their internal requirements and needs. Adequate storage space should be maintained, and data must not be stored in a manner that adversely impacts the PremierOne Solution or component operations.
18. Network Bandwidth and Stability: Install, monitor, and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of Motorola Solutions products and related system components.
19. Remote Access: Upon successful completion of approved background check, customer must provide remote access to requesting Motorola Solutions personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne Solution domain access, and access to all system elements that pertain to the operation of the PremierOne Solution and functionality.
20. Backup Power: Install and maintain backup power source to ensure the effective operation of the PremierOne Solution System and all its components in the event of a primary power source failure.
21. End User Training: Ensure that all end users of Motorola Solutions products are adequately trained to perform their duties and not cause harm or upset of system functionality. Motorola Solutions does offer additional training if necessary for an additional cost.

22. Change Management: Notify Motorola Solutions of any changes made to the PremierOne Solution, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.

7.4 Service Delivery Manager Training:

In order to maintain and expand product and technical knowledge as our technologies and customer environments evolve, the on-site SDM will be required to attend up to one hundred and twenty (120) hours of annual training. Some training may be available on a remote basis, but other training will require the SDM to travel to a remote site to complete training. Potential travel time is not included in the estimated 120 hours of annual training. On-going training is designed to enhance and expand the SDM's knowledge and capabilities for continuous improvement of the services provided. Motorola Solutions will provide advanced notice, generally 30 days, of any training requirements for the on-site SDM.

Motorola Solutions will provide ticket management as described in the Case Management Services description. The SCC will continuously track and manage tickets from creation to close through an automated ticket tracking process. This ticket management allows Motorola Solutions to provide case activity reports.

7.5 Dedicated Service Delivery Manager Placement, Terms and Conditions

Motorola Solutions will make commercially reasonable efforts to secure a local resource with suitable abilities and qualifications for the duration of the Agreement. If customer objects in good faith to a proposed Dedicated SDM assignment, the Parties shall attempt to resolve customer's concerns on a mutually agreeable basis.

Customer may request Motorola Solutions remove and replace a Dedicated SDM for any reasonable and material performance issue, provided that customer does not request the removal of any such person for reasons prohibited by law, and further provided that reasonable notice under the circumstance is given.

In the event the customer refuses the placement or requests removal of a qualified Dedicated SDM, Motorola Solutions shall have the right to terminate the Agreement in whole or in part.

In the event Motorola Solutions is unable to propose a Dedicated SDM that customer in good faith finds qualified, customer can terminate this portion of the Maintenance and Support Agreement. Motorola Solutions will provide a prorated credit based upon the remaining term of the Agreement.

To enable Motorola Solutions to perform the Services, customer will provide to Motorola Solutions reasonable access to relevant customer information, personnel, systems and office space when Motorola Solutions employees are working on customer's premises, and other

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

During the term of this Agreement and for twelve months thereafter, customer will not actively solicit the employment of any Motorola Solutions personnel who is involved directly with providing any of the Services.

8. DEDICATED ON-SITE GIS SERVICE DELIVERY MANAGER (OPTIONAL)

The GIS Service Delivery Manager ("GIS SDM") is an optional add-on service to an Essential or Advanced Support Service package agreement.

Motorola Solutions GIS SDM provides a dedicated resource who is responsible for performing the following tasks for PremierOne Solution CAD, Mobile and Handheld (if applicable):

8.1 General Tasks

- Addition and correction of streets, common places, address points, service boundaries and other layers deemed necessary for CAD by the customer
- Loading of geodatabase to the CAD system
- Creation and maintenance of CAD mapping files
- Creation and maintenance of routing services on the ArcGIS Servers
- Creation and maintenance of mobile mapping files
- Creation and maintenance of Handheld mapping files (if applicable)
- Diagnose, triage and coordinate with Motorola Solutions TSC, Motorola Solutions Engineering teams, and contractually agreed upon third-party vendors to resolve reported system incidents/problems.

8.2 Update Street Centerlines

At customer request, the GIS SDM will update street segments in the GIS data, to the extent technically feasible. The street modifications include street additions, deletions and attributes changes. New streets must be submitted on hardcopy and/or digital maps depicting the geographic location along with the street name and address (see the Source Maps appendix for an acceptable source map example). Motorola Solutions will also accept street attribute changes in a text file or hardcopy list where the former attributes and new attributes are clearly represented.

Motorola Solutions Responsibilities

- Accomplish street segment modifications based on customer-supplied source maps or data.
- Verify the GIS street modifications in the product.
- Run automated assign processes to assign the new and modified streets and intersections to the CAD geodatabase and mapping files.

Customer Responsibilities

- Supply Motorola Solutions with source maps that clearly depict the street changes.
- Answer questions and resolve any resource discrepancies with the mapping files as they arise during the street modification process.
- If provided by Motorola Solutions, review street discrepancies and provide resolution for the next update cycle.
- Completion Criteria
 - This task is considered complete after each update cycle.

8.2.1 Update Boundaries

On a predetermined basis, Motorola Solutions will modify boundaries in the GIS data. Modifications include additions, deletions and attribute modifications of map layers categorized as boundaries (i.e., City, Police, Fire, EMS, etc.). If a geographic or name change is made to a boundary, the streets, common places and intersections will be assigned to the new boundary name. The customer must submit boundary shape modifications and additions on maps clearly depicting the change. Attribute changes, such as the name, agency, response or message code, may be submitted in a file or a list clearly defining the former attribute along with the new attribute.

Motorola Solutions Responsibilities

- Accomplish boundary modifications based on customer-supplied source maps or data.
- Run automated assign processes to assign the boundaries to the CAD geodatabase and mapping files.
- If necessary, submit to the customer a list of boundary discrepancies that require clarification.

Customer Responsibilities

- Supply Motorola Solutions with source maps that clearly depict the boundary changes.
- Answer questions and resolve any resource discrepancies with the mapping files as they arise during the boundary update process.
- If provided by Motorola Solutions, review boundary discrepancies and provide resolution for the next update cycle.
- Completion Criteria
 - This task is considered complete after each update cycle.

8.2.2 Update Common Places

On a predetermined basis, Motorola Solutions will modify common places in the GIS data. Modifications include commonplace additions, deletions, and attribute changes. The customer must submit new and changed common places in a manner that clearly depicts the name, address and city location. Changed common places may be submitted on maps clearly depicting the change or in a file or a list containing the old name, address and city code along with the new name, address, and city code. Common places that do not match a street address will be returned to the customer for clarification.

Motorola Solutions Responsibilities

- Accomplish commonplace modifications based on customer requests.
- Run automated assign processes to assign new or modified common places to CAD geodatabase and mapping files.
- If required, submit to the customer a list of commonplace discrepancies that require clarification.

Customer Responsibilities

- Submit the source maps or lists that clearly depict the commonplace modifications.
- If provided by Motorola Solutions, review commonplace discrepancies and provide resolution for the next update cycle.
- Answer questions and resolve any resource discrepancies with the mapping files as they arise during the common place update process.
- Completion Criteria
 - This task is considered complete after each update cycle.

8.2.3 **Coordinate CAD Map/Geodata Updates**

Motorola Solutions will coordinate updates to the customer's CAD system with the customer's CAD Administrator. Motorola Solutions will complete the load process to update the GIS SQL database as well as the updated map. Updates are coordinated with the customer. Once updates are applied to the CAD system, the customer is responsible for updating the appropriate CAD parameter files based on the Geofile changes. For instance, if a new law dispatch zone is added to the GIS data, an entry must be made in the CAD Plan File containing the associated team, area, and district information. The updates to the CAD Plan File are accomplished by the customer. Once the GIS changes are applied to the CAD system, Motorola Solutions will review the status reports generated during the CAD update.

Motorola Solutions Responsibilities

- Coordinate with the customer's CAD Administrator for loading the new GIS database and switching the active database.
- Review the error log table and CAD status reports for any discrepancies identified during the MGU processes.
- Communicate service boundary changes and additions to the customer's system administrator.

Customer Responsibilities

- Accomplish required CAD menu changes when new service boundaries are created.
- If necessary, coordinate CAD data transactions with appropriate personnel.
- Completion Criteria
 - This task is considered complete after each update cycle.

8.2.4 **Creation and Maintenance of PremierOne Solution CAD mapping files**

Motorola Solutions will also generate the CAD mapping files required for deployment to the CAD client. The customer's system administrator will distribute the updated CAD mapping files.

Motorola Solutions Responsibilities

- Generate current mapping files.
- If requested by the customer, modify specified map element styles, fonts, and colors.
- Supply updated map package to the customer for deployment.

Customer Responsibilities

- Distribute updated map package to the CAD clients.
- Completion Criteria
 - This task is considered complete after each update cycle.

8.2.5 Update Routing Services

Motorola Solutions will modify routing services in the GIS data. Modifications include speed limit, geographic changes and routing corrections. The customer must submit new and changed routing issues in a manner that clearly depicts the street name, address, city location and action required. Changed streets may be submitted on maps clearly depicting the change or in a file or a list containing the issue with the street name, address, and city code.

Motorola Solutions Responsibilities

- Update the street network with the customer specified changes.
- Rebuild the routing network to include the changes.
- Load approved routing service to the ArcGIS Server.

Customer Responsibilities

- Provide required changes to the routing service.
- Answer questions and resolve any resource discrepancies as they arise during the routing service update process.

8.2.6 Creation and Maintenance of PremierOne Solution Mobile mapping files

Motorola Solutions will also generate the mobile mapping files required for deployment to the mobile client. The customer's system administrator will distribute the updated mobile mapping files.

Motorola Solutions Responsibilities

- Generate current mapping files.
- If requested by the customer, modify specified map element styles, fonts, and colors.
- Supply updated map package to the customer for deployment.

Customer Responsibilities

- Distribute updated map package to the mobile clients.
- Completion Criteria
 - This task is considered complete after each update cycle.

8.2.7 Update Handheld Map (if applicable)

If the customer is utilizing PremierOne Solution Handheld, Motorola Solutions will maintain and update the maps on the ArcGIS Server.

Motorola Solutions Responsibilities

- Generate updated handheld maps based on customer-supplied changes.

- If requested by the customer, modify specified map element styles, fonts, and colors.
- Load approved handheld map to the ArcGIS Server.

Customer Responsibilities

- Approve handheld map for publication by the GIS SDM.
- Completion Criteria
 - This task is considered complete after each update cycle.

Where applicable, engage third-party vendors to provide contracted services in connection with issues causing a system failure. This may include some instances involving third-party vendor on-site support as well as coordination of third-party upgrade services when applicable.

In cases where the resource has responded to system failure or critical issues, verify with customer that restoration is complete and/or System is functional.

Provide case activity reports to customer and work cohesively with customer to identify and prioritize issues of greatest concern.

Provide dedicated support full-time, minus Motorola Solutions holidays, paid time off (PTO) benefits, and training events throughout the term of this agreement. Each day shall be defined as normal business hours M-F 8:00 a.m. to 5:00 p.m. and shall not exceed 8 hours per day. This provision may vary by mutual agreement between Motorola Solutions and the customer. Any such variance will necessitate a separately attached addendum.

8.3 Other General Customer Responsibilities:

- Provide accurate base GIS data to Motorola Solutions for use in the PremierOne Solution applications. Motorola Solutions makes no claims to the accuracy of any streets or features added from customer provided GIS data.
- Conduct any agency specific security clearances including background checks, facility access clearance, etc. for the GIS SDM.
- Upon report of any incident/problem, provide pertinent and specific details of the issue, as well as information regarding actions already taken.
- Allow the GIS SDM full and free access to equipment, including any connectivity/monitoring equipment, necessary to deliver the services outlined in this statement of work.
- Provide all information pertaining to external hardware and software that covered products interface with to enable the resource to perform their obligations under this Agreement.
- Initially report all active incidents or technical requests of any Priority to the Motorola Solutions TSC at 800-MSI-HELP to obtain a ticket number. Provide the ticket number to GIS SDM.
- Allow Motorola Solutions continuous remote access to obtain system availability and performance data.

- Notify GIS SDM and Motorola Solutions Technical Support when performing any activity that impacts the system. (This may include but is not limited to, installing software or hardware upgrades, performing network maintenance or upgrades, disabling system peripherals to perform maintenance, etc.)
- Maintain and store all relevant software and system backups in an easily accessible location. Motorola Solutions recommends that at least one back-up file is stored in an off-site location.
- Coordinate and assist with troubleshooting efforts and restoration attempts during cases in which the GIS SDM is responding to a system failure
- Provide the GIS SDM, at no charge, a non-hazardous environment including shelter, heat, light, power, and all other reasonable accommodations.
- Validate issue resolution in a timely manner, prior to closure of the incident/problem.
- Adhere to all other applicable guidelines referenced in the separate Motorola Solutions Customer Support Plan.
- Assist in agency-specific knowledge development for the GIS SDM.
- The customer must supply acceptable hardcopy and/or digital source maps a minimum of 10 days prior to the start of GIS data updates. The source maps must have no copyright restrictions, allowing Motorola Solutions to utilize as an authoritative source that requires no additional verification.

8.4 Resource Training:

In order to maintain and expand product and technical knowledge as our technologies and customer environments evolve, the GIS SDM will be required to attend up to one hundred twenty (120) hours of annual training. Some training may be available on a remote basis, but other training will require the resource travel to a remote site to complete training. Potential travel time is not included in the estimated 120 hours of annual training. On-going training is designed to enhance and expand the resources knowledge and capabilities for continuous improvement of the services provided. Motorola Solutions will provide advanced notice, generally thirty (30) days, of any training requirements for the GIS SDM.

Motorola Solutions will provide case management. The Motorola Solutions TSC will continuously track and manage Tickets from creation to close through an automated ticket tracking process. This case management allows Motorola Solutions to provide case activity reports.

8.5 Dedicated Service Delivery Manager Placement, Terms and Conditions

Motorola Solutions will make commercially reasonable efforts to secure a local resource with suitable abilities and qualifications for the duration of the Agreement. If customer objects in good faith to a proposed Dedicated SDM assignment, the Parties shall attempt to resolve customer's concerns on a mutually agreeable basis.

Customer may request Motorola Solutions remove and replace a Dedicated SDM for any reasonable and material reasonable, provided that customer does not request the removal of any such person for reasons prohibited by law, and further provided that reasonable notice under the circumstances given.

In the event customer refuses, the placement or requests removal of a qualified Dedicated SDM Motorola Solutions shall have the right to terminate the Agreement in whole or in part.

In the event Motorola Solutions is unable to propose a Dedicated SDM that customer in good faith finds qualified, customer can terminate this portion of the Maintenance and Support Agreement. Motorola Solutions will provide a prorated credit based upon the remaining term of the Agreement.

To enable Motorola Solutions to perform the Services, customer will provide to Motorola reasonable access to relevant customer information, personnel, systems and office space when Motorola Solutions employees are working on customer's premises, and other general assistance. If the Statement of Work contains assumptions that affect the Services or Deliverables, customer will verify that they are accurate and complete. Any information that customer provides to Motorola Solutions concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola Solutions to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and customer-provided information, decisions and approvals described in this paragraph.

During the term of this Agreement and for twelve months thereafter, customer will not actively solicit the employment of any Motorola Solutions personnel who is involved directly with providing any of the Services.

9. SOFTWARE LIFECYCLE SERVICES (OPTIONAL)

9.1 Software Upgrade Services

Software Upgrade Services are defined as the labor services required to execute on the planning, delivering, testing and training of Motorola Solutions PremierOne Solution CAD standard releases of software to the customer when and if standard releases of software become available for those solutions components purchased as part of the Motorola Solutions Maintenance and Support Agreement.

9.2 Third-Party Coordinated Upgrade Services

The Third-Party Coordinated Upgrade Services are defined as the labor services required to coordinate upgrades of third-party partner solutions to occur in conjunction with Motorola Solutions Upgrade Services. As applicable, Motorola Solutions may deliver, test and provide training on those third-party partner solutions provided Motorola Solutions has been authorized to act on behalf of the third-party. Third-Party Coordinated Upgrade Services will be provided in conjunction with PremierOne Solution upgrade services providing the latest version of vendor software generally available at the time Motorola Solutions Upgrade Services are being executed. Third-Party Coordinated Upgrade Services are provided for those solutions components identified in Exhibit A, Covered Product, Support Pricing and Options contained within the Motorola Solutions Contract.

Note: Third-Party Coordination Upgrade Services do not provide for upgrade activities of third-party general releases that are not being delivered in conjunction with a Motorola Solutions standard release upgrade.

9.3 Standard Release Software Upgrade Timing and Delivery Overview

- When and if a standard release version becomes available, Motorola Solutions will upgrade the PremierOne Solution suite up to once every two-year period commencing from year one of maintenance/warranty agreement.
- For software upgrades, existing hardware and the existing PremierOne Solution interfaces will be re-utilized with the upgraded PremierOne Solution software.
- All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the customer and Motorola Solutions. Scheduling of upgrade events will be completed at a minimum of thirty (30) business days prior to the commencement of upgrade activities.
- PremierOne CAD update activities are not expected to require downtime. The rolling update approach is employed where one application server is taken offline, updated, then placed back online. The process is repeated until all application servers are updated, followed by the RDW server and the SCOM. While CAD updates are taking place, the system is up and operational; however, unforeseen circumstances may result in temporary unavailability of the System.
- Following the update of the production system, Motorola will update the Disaster Recovery system in the same manner as the production system update, including those interfaces supported on the Disaster Recovery system. Such tasks may be performed remotely.
- Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.

9.4 Upgrade Kickoff Teleconference

In order to finalize the upgrade project schedule and procedures, the upgrade event will be initiated with an “Upgrade Kickoff Teleconference” that includes key customer and Motorola Solutions project participants.

The objectives of this task are:

- To introduce all project participants
- Review roles of key participants
- Review overall upgrade scope and objectives
- Review resource and scheduling requirements
- Review testing methodology
- Review and finalize project schedule with customer.
- Create testing plan to test PremierOne Solution upgrades on staging environment.
- Review testing plan and acceptance criteria.
- Review features/functions introduced in the new software release version

9.4.1 Motorola Solutions Responsibilities

Motorola Solutions Project Manager will direct Motorola Solutions efforts and serve as the primary point of contact for the customer. The responsibilities of the Motorola Solutions Project Manager include:

- Maintain project communications with the “Customer’s Project Manager.”
- Manage the efforts of Motorola Solutions project team and coordinate Motorola Solutions activities with the customer’s project team members.
- Coordinate and oversee the installation of all licensed Motorola Solutions application software.
- Review and manage the scope of work for the upgrade activities.
- Review the upgrade acceptance criteria.

9.4.2 Customer Responsibilities

Customer will designate a Customer Project Manager who will direct customer’s efforts and serve as the primary point of contact for the Motorola Solutions Project Manager. The responsibilities of the Customer Project Manager include:

- Maintain project communications with the Motorola Solutions Project Manager.
- Identify the efforts required of customer staff and assign appropriate resources to meet the customer’s task requirements described in this Statement of Work.
- Liaison and coordinate with other customer agencies, other governmental agencies and the customer’s vendors, contractors and common carriers, as applicable.
- Review and mutually approve upgrade acceptance criteria.
- Completion Criteria

- This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

9.5 Upgrade Preparation

The objective of this task is to perform the preparatory steps necessary for the PremierOne Solution upgrade.

9.5.1 Motorola Solutions Responsibilities

- Perform scheduling and coordination tasks necessary to obtain required resources that will perform the upgrade of the PremierOne Solution server software.
- Confirm resource availability with customer and reconfirm task dates.

9.5.2 Customer Responsibilities

- Perform backup of PremierOne Solution software and data files.
- Completion Criteria

This task is considered complete when customer has the completed the on-site data backup.

9.6 Staging Environment

The objective of this series of task is to install the upgrade software on a staged system environment and validate release functionality.

9.6.1 Motorola Solutions Responsibilities

- Remotely create a staging environment on customer's PremierOne Solution server(s) to conduct and initial installation of the release software.
- Travel to customer site to perform upgrade tasks.
- Install the release version of software on the staging environment.
- Verify PremierOne Solution functionality in accordance with release criteria.
- Notify customer of availability of the staging environment enabling customer to perform customer specific testing activities.

9.6.2 Customer Responsibilities

- Observe testing on staging environment and acknowledge the delivery of the functionality introduced in the release.
- Conduct testing on staging environment and notify Motorola Solutions of any functional errors or anomalies.
- Completion Criteria
 - This task is considered complete when the staging environment is available for customer testing.

9.7 On-Site Upgrade Implementation

The objective of this task is to conduct on-site activities required to complete the upgrade of the PremierOne Solution.

9.7.1 Motorola Solutions Responsibilities

- Travel to customer site to perform upgrade tasks.
- Bring down the production system.
- Reconfigure the data volumes on each of the existing-HP Blade Server as needed
- Convert PremierOne Solution CAD system files and or provisioning data files as required.
- Test each interface connection to ensure operational use of the each with the newly installed Standard Release version.
- Modify those interfaces affected by the installation of the Standard Release version and modify each as needed to provide same functionality as was provided prior to the installation of the Standard Release version.
- Test system and subsystem interfaces to validate operation in accordance with the originally installed interface requirement document.
- Assist in customer testing as requested by customer and verify that each PremierOne Solution subsystem component is ready to resume production operations.
- Install the applicable PremierOne Solution subsystem client, application upgrades on client workstations as listed in the Exhibit A Covered Product, Support Pricing and Options.
- Train customer on client upgrade process.
- Train customer's trainers/supervisors on new or changed features and functions introduced through the standard release of the PremierOne Solution.

9.7.2 Customer Responsibilities

- With Motorola Solutions assistance, coordinate the activities necessary to bring the production PremierOne Solution down, i.e. close incidents, sign units and users off duty.
- Support Motorola Solutions software upgrade installation activities.
- Provide and make available (during business hours, 8:00am to 5:00pm) the appropriate lines for the testing of interfaces, to include 911, WWVB, Toning, etc.
- Verify that the system is ready to resume production operations.
- Install the PremierOne Solution subsystem client on workstations beyond those upgraded by Motorola Solutions.
- Train customer's users on new or changed features and functions introduced through the standard release of the PremierOne Solution.
- Completion Criteria

- This task is considered complete when each PremierOne Solution subsystem component upgrade is verified by the customer to be available to resume production operation.

9.8 PremierOne Solution Production Cutover

Upon verification that the upgraded PremierOne Solution is operational and ready to resume production use, Motorola Solutions will assist the customer with resuming operations on the upgraded system.

9.8.1 Motorola Solutions Responsibilities

- Assist the customer staff in resuming production operations on the upgraded system.
- Provide up to eight hours of on-site support the day each upgraded subsystem component has resumed production use.

9.8.2 Customer Responsibilities

- Schedule personnel to support the resumption of production use on the upgraded system.
- Completion Criteria
 - This task is considered complete upon customer resuming production operation of each PremierOne Solution subsystem component.

9.9 PremierOne Solution Upgrade Acceptance

- The objective of this task is to certify completion of the PremierOne Solution subsystem upgrade.
- Completion Criteria
 - This task is considered complete upon customer resuming productive use of each affected PremierOne Solution subsystem component.

9.10 Third-Party Partner Upgrade Activities

The objective of this task is to perform the upgrade steps required to install, configure and test those components of the overall solution components provided by third-parties. When and if third-party solution upgrades become available, third-party components will be upgraded in the same event as that of a PremierOne Solution component upgrade. Motorola Solutions will endeavor to coordinate the upgrade of generally available, or applicable, third-party vendor solutions to minimize the disruption of the customer's operations. However, in cases where third-party release schedules do not align, Motorola Solutions will work with the customer to devise mutually agreeable schedules. As applicable, Motorola Solutions may deliver, test and provide training on those third-party solutions that Motorola Solutions has been authorized to act on behalf of a third-party.

9.10.1 **Motorola Solutions Responsibilities**

- Coordinate with each third-party vendor to align schedules with Motorola Solutions preparatory and on-site upgrade activities.
- Schedule the activities of each third-party.
- Witness third-party testing of upgraded software.
- Attend third-party training of new or changed features/functionality introduced as part of each vendors software application upgrade.
- Validate customer's use of the upgraded third-party system in a production environment.
- Perform backup of third-party system software and data files.
- Validate that the third-party upgraded component software functions per each third-party release specification.
- Provide training to customer trainers on features/functions that may have been introduced by the resulting third-party component upgrade.

9.10.2 **Customer Responsibilities**

- Provide third-parties with remote and on-site access to systems enabling each to perform their respective upgrade activities.
- Attend third-party features/functions training as needed.
- Witness third-party testing of installed upgrade component software.
- Provide training to users on the features/functions introduced by the third-party release version.
- Completion Criteria
 - This task is considered complete upon customer validation that third-party components function in accordance with third-party vendor release specification.

10. **SUMMARY**

10.1 **Summary**

Our Support Plan includes the following key services elements:

- Single point of contact - A Customer Support Manager who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations.
- Systems Support Center: One place to report incidents and place requests - Reported incidents are correlated with alerts received from the NSOC for reduced root cause determination.
- Emergency Call Management Portal: Enhanced access to case status and resolution details.
- Preventive Maintenance: Supporting optimal performance of the installed solution by performing periodic preventive maintenance reviews of the sites environment, hardware, and software.

- Network Security Operations Center: Continuous monitoring and response of the Motorola Solutions PremierOne Solution as well as providing notification of critical and high alerts.
- Technical Support Center: Staffed with subject matter experts to handle escalated tickets.
- Dedicated On-Site Service Delivery: Skilled and certified support engineers who will provide resolution to trouble requests and complete MAC changes.

10.2 Benefits to Your Agency

- **Maximize Performance.** Increase system uptime and quality of service through fast detection of service disruptions and restoration of services
- **Save Time.** Take back valuable minutes and better allocate resources with proactive monitoring that helps reduce truck rolls and IT support requests
- **Rely on Trusted Support Team.** Depend on our skilled team to be the first line of defense and have greater peace of mind
- **Reduce Risk.** Gain visibility, enhance performance and increase cyber security with our full suite of NSOC offerings.

11. CONDITIONS AND EXCLUSIONS

11.1 Conditions

Motorola Solutions services enhance performance of your CAD systems. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- Remote monitoring, troubleshooting and restoration require that the customer provides direct remote access to all locations and equipment and that you have the necessary equipment and connectivity available for the remote access session.
- The customer must operate hardware and software in accordance with the applicable Agreement between Motorola Solutions and the customer. Equipment may not be covered if exposed to misuse, damage, unauthorized modification or other abuse or used in a manner for which it was not designed.
- Equipment must be operated in a normal environment and protected from adverse conditions, which may impact performance and/or damage equipment.

11.2 Exclusions

Motorola Solutions service and support obligations hereunder will not apply to any Motorola Solutions supported software or hardware if correction of an error, adjustment, repair or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of the customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.

-
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by the customer or others, unless otherwise approved in writing by Motorola Solutions.
 - Connection of another machine, device, application or interface to Motorola Solutions supported equipment (hardware and/or software) by the customer or others, which has caused damage to Motorola Solutions supported equipment.
 - Damage or destruction caused by natural or man-made acts or disasters.
 - Failure or degradation in performance of Motorola Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Motorola Solutions for use in the customer's environment.
 - The operation of the software in a manner other than that currently specified in applicable product documentation.
 - Incompatible or faulty customer hardware and/or software interfaces.
 - Modifications made without Motorola Solutions written approval to the OS, network, hardware or software environment or software applications.
 - Cosmetic repairs, furnishing consumables, supplies, or accessories, making accessory changes, system administration, or adding additional devices or non-approved Motorola Solutions software applications.

Maintenance and Support Agreement - Exhibit C

LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT

TERM:

CUSTOMER:

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

7.2.1 Payment Milestones

System Purchase:	
1.	25% at Contract Signing
2.	25% Upon Delivery of Applicable System Hardware and Application Software to Customer Site
3.	25% Upon Installation of System Hardware at Customer Site
4.	25% Final Acceptance
For Lifecycle Support Plan and Subscription Based Services:	
Motorola will invoice Customer annually in advance of each year of the plan.	

7.2.2 Invoicing & Shipping Addresses

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:	
Name:	
Address:	
Phone:	
Email:	
The address which is the ultimate destination where the Equipment will be delivered to Customer is:	
Name:	
Address:	
The Equipment will be shipped to the Customer at the following address (insert if this information is known):	
Name:	
Address:	
Phone:	



MOTOROLA SOLUTIONS

Section 8

Price Requirements

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 8

Price Requirements Response

8.1 Summary Price Proposal

Summary price should include the lines for the total implementation cost, total initial hardware cost, licensing, estimated maintenance cost for 10 years, and any additional costs or fees. This must include any recurring costs and/or any recurring cost by 3rd parties. There should then be a total anticipated cost for the 10-year term. Summary price sheet should specify if the proposal is for on-premises or SaaS.

Motorola Solutions Response

Motorola pricing is based on a complete PremierOne system solution. The addition or deletion of any component(s) may subject the functionality and total system price to modifications.

The proposal is priced as a single system. All prices and discounts are given as a bundle purchase which includes all the agencies identified in the System Description.

Motorola has priced the base system as PremierOne CAD, Mobile and Records Management, all listed interfaces, server hardware and software, Integrated Call Control and Implementation costs. We have outlined the total for the base system with the maintenance summary below. The options included are then listed as a total with the recurring annual costs associated. You will find individual agency pricing listed after.

Note: This pricing is provided for all existing, listed agencies in the GRID Consortium. Any new agencies would be charged additional license fees. Motorola has provided a Shared Agency Agreement should it be League City's intention to have the GRID Consortium agencies pay Motorola directly. Each agency will then be responsible for executing the Shared Agency Agreement.

A site license has been included for the following applications:

- PremierOne CAD
- PremierOne Mobile - CAD and RMS
- PremierOne Records Management
- Integrated Call Control
- CommandCentral Responder - eCitation
- PremierOne Handheld

This pricing also includes a Hardware refresh at year 5 and 4 software upgrades. Pricing, unless otherwise denoted, is valid for 270 calendar days

8.1.1 Base System Pricing

Proposal Item Description Base System	PRICING FOR SYSTEM TOTAL
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$4,919,786
Primary Hardware/Server Software	\$864,676
Implementation Costs	\$4,160,220
SUBTOTAL	\$9,944,682
DISCOUNT	\$3,547,458
SUBTOTAL	\$6,396,160
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$1,000,000
YEAR 1 GRAND TOTAL	\$5,395,860

8.1.1.1 Base System Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	PRICING
Year 1	Warranty
Year 2	\$1,163,113
Year 3	\$1,224,256
Year 4	\$1,288,632
Year 5	\$1,356,085
Year 6	\$1,278,157
Year 7	\$1,349,126
Year 8	\$1,423,906
Year 9	\$1,502,793
Year 10	\$1,586,008

8.1.1.2 Base System Options

Below lists the pricing for all options included in this proposal. The price is based on a purchase made by all GRID agencies. Should any agency opt out, the pricing is subject to change.

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$463,725	\$68,487	\$72,290	\$76,302	\$80,534	\$84,998	\$89,709	\$94,677	\$99,918	\$105,447
eCitation	\$86,289	\$86,267	\$86,267	\$86,267	\$86,267	\$86,267	\$86,267	\$86,267	\$86,267	\$86,267
CAD VDI	\$413,512	\$18,658	\$19,699	\$20,782	\$21,931	\$23,142	\$24,419	\$25,766	\$27,186	\$28,685
RMS VDI	\$170,341	\$6,502	\$6,863	\$7,244	\$7,645	\$8,069	\$8,517	\$8,989	\$9,486	\$10,011
Command Central Evidence	\$6,891	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417
Command Central Community	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270
Command Central Investigate	\$356,133	\$325,013	\$325,013	\$325,013	\$325,013	\$325,013	\$325,013	\$325,013	\$325,013	\$325,013
Disaster Recovery	\$946,128	\$235,872	\$245,766	\$256,094	\$266,873	\$118,463	\$124,574	\$131,005	\$137,776	\$144,906
Data Conversion	\$415,937									
Radio Integration	\$718,995									
CAPE Drone	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800

OPTIONAL PRICING:

Please see the attached optional pricing using a distribution of costs across other Government agencies. These costs would be distributed to other agencies using a partner agreement. Please note that our pricing is available under this agreement to other Government agencies within the Houston Galveston Area Council 13 County region.

OPTIONAL APX NEXT PORTABLE PRICING:

Please see the optional APX NEXT pricing for the City of League City that is available for a purchase prior to December 30, 2021. These units will enhance the City's portable subscriber capability throughout the Police Department and the special discount is only available when combined with the execution of this RFP contract.

Line #	Item Number	Description	Quantity	Unit List Price	Extended List Price	H-GAC Extended	Extended H-GAC Plus Incentive	Ext. Special H-GAC
	POLICE RADIOS (BLACK AND SINGLE BAND) QTY 141					H-GAC Pricing		2021 Dec Incentive
1	APX™ NEXT H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE.	150	\$4,655.00	\$698,250.00	\$509,722.50	\$2,327.50	\$349,125.00
1a	QA00569AP	ADD: 7/800MHZ BAND.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1b	H499KC	ENH: SUBMERSIBLE (DELTA T).	150	\$150.00	\$22,500.00	\$16,425.00	\$75.00	\$11,250.00
1c	H38DA	ADD: SMARTZONE OPERATION.	150	\$1,500.00	\$225,000.00	\$164,250.00	\$750.00	\$112,500.00
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	150	\$515.00	\$77,250.00	\$56,392.50	\$257.50	\$38,625.00
1e	Q361CD	ADD: P25 9600 BAUD TRUNKING.	150	\$300.00	\$45,000.00	\$32,850.00	\$150.00	\$22,500.00
1f	QA09028AA	ADD: VIQI VC RADIO OPERATION.	150	\$100.00	\$15,000.00	\$10,950.00	\$50.00	\$7,500.00
1g	QA03399AK	ADD: ENHANCED DATA.	150	\$150.00	\$22,500.00	\$16,425.00	\$75.00	\$11,250.00
1h	QA00580BA	ADD: TDMA OPERATION.	150	\$450.00	\$67,500.00	\$49,275.00	\$225.00	\$33,750.00
1i	QA09001AM	ADD: WIFI CAPABILITY.	150	\$300.00	\$45,000.00	\$32,850.00	\$150.00	\$22,500.00
1j	Q629BD	ENH: AES ENCRYPTION AND ADP.	150	\$475.00	\$71,250.00	\$52,012.50	\$237.50	\$35,625.00
1k	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	150	\$100.00	\$15,000.00	\$10,950.00	\$50.00	\$7,500.00
1l	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	150	\$740.00	\$111,000.00	\$81,030.00	\$370.00	\$55,500.00
1m	Q173CA	ADD: SMARTZONE OMNILINK.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1n	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA.	150	\$5.00	\$750.00	\$547.50	\$2.50	\$375.00
1o	QA07710AA	ALT: STUBBY 7-800MHZ 6CM ANTENNA.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1p	Q698AE	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1q	QA09030AA	DD: MOTOROLA HOSTED RADIOCENTRAL.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1r	H637AA	ADD: APX NEXT DMS BUNDLE PROMO.	150	-\$22.95	-\$3,442.50	-\$2,513.03	-\$22.95	-\$3,442.50
1s	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO.	150	-\$300.00	-\$45,000.00	-\$32,850.00	-\$300.00	-\$45,000.00
1t	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO.	150	-\$56.00	-\$8,400.00	-\$6,132.00	-\$56.00	-\$8,400.00

Price Requirements Response

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League City, TX
GRID Public Safety Software

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Line #	Item Number	Description	Quantity	Unit List Price	Extended List Price	H-GAC Extended	Extended H-GAC Plus Incentive	Ext. Special H-GAC
2	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T.	150	\$205.00	\$30,750.00	\$22,447.50	\$102.50	\$15,375.00
3	LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE-PROMO.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	SSV01P01407B	APX NEXT SMART PROG-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
7	SSV01P01406A	APX NEXT SMART CONNECT - PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
8	SSV01P01476A	APX NEXT SMART LOCATE-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
9	SSV01P01902A	APX NEXT SMART MAPPING-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
10	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
11	SSV01P01408B	APX NEXT VIQI-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
12	SSV01P01685B	SMART LOCATE MAPPING TRIAL.	150	\$56.00	\$8,400.00	\$7,560.00	\$56.00	\$8,400.00
13	LSV01P01414A	APX NEXT DMS ADVANCED SERVICE-PROMO.	150	\$68.88	\$10,332.00	\$10,332.00	\$68.88	\$10,332.00
14	LSV01S01410A	APX NEXT DMS ESSENTIAL.	150	\$108.00	\$16,200.00	\$13,770.00	\$91.80	\$13,770.00
15	SSV01S01407A	APX NEXT SMART PROG.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
16	SSV01S01406A	APX NEXT SMART CONNECT.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
17	SSV01S01476A	APX NEXT SMART LOCATE.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
18	SSV01S01907A	APX NEXT SMART MAPPING.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
19	SSV01S01906A	APX NEXT SMART MESSAGING.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
20	SSV01S01408B	APX NEXT VIQI.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
21	PSV01S01742A	APX NEXT DMS TRAINING VIRTUAL (1 SEAT).	2	\$2,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$5,000.00
22	PSV00S01424A	APX NEXT PROVISIONING.	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Price Requirements Response

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Line #	Item Number	Description	Quantity	Unit List Price	Extended List Price	H-GAC Extended	Extended H-GAC Plus Incentive	Ext. Special H-GAC
23	PSV01S02942A	VIRTUAL PARTNER ENABLEMENT.	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	PSV01S02940A	SMARTMAPPING ENABLEMENT.	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	PSV01S02941A	SMARTMESSAGING ENABLEMENT.	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	APX™ NEXT				\$0.00	\$0.00		
66	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA.	150	\$157.00	\$23,550.00	\$17,662.50	\$94.20	\$14,130.00
67	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6- DISP, US/NA/CA/LA PLUG, ACC-CHARGER.	10	\$1,315.00	\$13,150.00	\$9,862.50	\$789.00	\$7,890.00
68	PMMN4123A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XV REMOTE SPEAKER MICROPHONE.	150	\$435.00	\$65,250.00	\$48,937.50	\$261.00	\$39,150.00
					\$1,734,289.50	\$1,310,006.98	Net Total	\$947,454.50
							Estimated Tax	\$0.00
							H-GAC Fee:	\$0.00
							Grand Total	\$947,454.50

Price Requirements Response

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APX NEXT Recurring Services & Subscriptions

Item Number	Description	Quantity	Unit Recurring Sale Price	Term	Ext. Sale Price
LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO	150	\$0.00	12 MONTHS	\$0.00
LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE-PROMO	150	\$0.00	12 MONTHS	\$0.00
LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO	150	\$0.00	12 MONTHS	\$0.00
SSV01P01407B	APX NEXT SMART PROG-PROMO	150	\$67.50	1 YEAR	\$10,125.00
SSV01P01406A	APX NEXT SMART CONNECT - PROMO	150	\$67.50	1 YEAR	\$9,517.50
SSV01P01476A	APX NEXT SMART LOCATE-PROMO	150	\$67.50	1 YEAR	\$9,517.50
SSV01P01902A	APX NEXT SMART MAPPING-PROMO	150	\$67.50	1 YEAR	\$9,517.50
SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	150	\$67.50	1 YEAR	\$9,517.50
SSV01P01408B	APX NEXT VIQI-PROMO	150	\$67.50	1 YEAR	\$9,517.50
SSV01P01685B	SMART LOCATE MAPPING TRIAL	150	\$56.00	1 YEAR	\$7,896.00
LSV01P01414A	APX NEXT DMS ADVANCED SERVICE-PROMO	150	\$5.74	12 MONTHS	\$10,332.00
LSV01S01410A	APX NEXT DMS ESSENTIAL	150	\$3.83	24 MONTHS	\$6,894.00
SSV01S01407A	APX NEXT SMART PROG	150	\$5.62	24 MONTHS	\$10,116.00
SSV01S01406A	APX NEXT SMART CONNECT	150	\$5.62	24 MONTHS	\$10,116.00
SSV01S01476A	APX NEXT SMART LOCATE	150	\$5.62	24 MONTHS	\$10,116.00
SSV01S01907A	APX NEXT SMART MAPPING	150	\$5.62	24 MONTHS	\$10,116.00

Price Requirements Response

Use or disclosure of this proposal is subject to the restrictions on the cover page.

OPTIONAL FIREFIGHTER PERSONNEL ACCOUNTABILITY EQUIPMENT

Please see the attached pricing for an optional Firefighter Personnel Accountability solution. This Fire application solution will enhance accountability at a fire scene in addition to building the foundation for a regional accountability system. This cost is subject to a 90 day expiration from the date of the cover letter.

Description	Total
Project price breakdown:	
<i>Equipment: Personnel Accountability Equipment, APAA Licenses, FlashUpgrades, APAA Server and Software and APX Mobiles for Data Use</i>	\$163,375.00
<i>Implementation Services: SDI Services, Engineering, Installation, Warranty, Training, Acceptance Testing, and Final Acceptance</i>	\$143,375.00
Total Equipment and Implementation Services:	\$294,071.00

8.2 Supporting Price Detail

8.2.1 Response Sheets

In addition to the price summary, there supporting price detail sheets should be included; each supporting price detail sheet should correspond to major lines on the Summary Price Proposal. For items with costs across years (such as service), include a line for each year. There should also be detail sheets that detail the total and annual cost for each agency. This must include any recurring costs and/or recurring costs by 3rd parties. Add explanatory notes as required for clarity.

Motorola Solutions Response

INDIVIDUAL AGENCY COST PROPOSAL

Listed are the individual agency costs based on the above total pricing. They are formatted to mirror the total above; base pricing, maintenance for the base pricing, options and annual optional costs.

8.2.1.1 City of League City, TX

City of League City Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$509,614
Primary Hardware/Server Software	\$92,060
Implementation Costs	\$436,710
SUBTOTAL	\$1,038,385
DISCOUNT	\$377,804
SUBTOTAL	\$660,581
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$106,500
YEAR 1 GRAND TOTAL	\$554,081

League City Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$123,834
Year 3	\$130,344
Year 4	\$137,198
Year 5	\$144,380
Year 6	\$136,083
Year 7	\$143,639

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS									
Year 8									\$151,601
Year 9									\$159,999
Year 10									\$168,859

League City Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$49,372	\$7,292	\$7,697	\$8,124	\$8,574	\$9,050	\$9,551	\$10,008	\$10,638	\$11,227
eCitation	\$9,187	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185
CAD VDI	\$44,026	\$1,912	\$2,018	\$2,130	\$2,248	\$2,373	\$2,504	\$2,643	\$2,789	\$2,943
RMS VDI	\$18,136	\$692	\$731	\$771	\$814	\$859	\$907	\$957	\$1,010	\$1,066
Command Central Evidence	\$719	\$719	\$719	\$719	\$719	\$719	\$719	\$719	\$719	\$719
Command Central Community	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960
Command Central Investigate	\$37,126	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154
Disaster Recovery	\$102,852	\$27,937	\$29,108	\$30,329	\$31,605	\$13,962	\$14,682	\$15,440	\$16,237	\$17,077
Data Conversion	\$44,284									
Radio Integration	\$76,550									
CAPE Drone	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800
Command Central Aware	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000

8.2.1.2 City of Webster

City of Webster Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$286,020
Primary Hardware/Server Software	\$35,873
Implementation Costs	\$170,173
SUBTOTAL	\$492,066
DISCOUNT	\$147,220
SUBTOTAL	\$344,840
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$41,500
YEAR 1 GRAND TOTAL	\$303,347

City of Webster Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$48,255
Year 3	\$50,791
Year 4	\$53,462
Year 5	\$56,261
Year 6	\$53,028
Year 7	\$55,972
Year 8	\$59,074
Year 9	\$62,347
Year 10	\$65,800

City of Webster Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$19,239	\$2,841	\$2,999	\$3,166	\$3,341	\$3,526	\$3,722	\$3,928	\$4,145	\$4,375
eCitation	\$3,580	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579
CAD VDI	\$17,156	\$745	\$786	\$830	\$876	\$925	\$976	\$1,030	\$1,087	\$1,147
RMS VDI	\$7,067	\$270	\$285	\$301	\$317	\$335	\$353	\$373	\$394	\$415
Command Central Evidence	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280
Command Central Community	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340
Command Central Investigate	\$14,467	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119
Disaster Recovery	\$40,078	\$10,886	\$11,342	\$11,819	\$12,315	\$5,441	\$5,721	\$6,016	\$6,327	\$6,654
Data Conversion	\$17,256									
Radio Integration	\$29,829									

8.2.1.3 City of Nassau Bay

City of Nassau Bay Base System	Pricing or System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$35,577
Primary Hardware/Server Software	\$10,719
Implementation Costs	\$50,847
SUBTOTAL	\$97,143
DISCOUNT	\$43,988
SUBTOTAL	\$53,155
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$12,400
YEAR 1 GRAND TOTAL	\$40,755

City of Nassau Bay Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$14,418
Year 3	\$15,176
Year 4	\$15,974
Year 5	\$16,810
Year 6	\$15,844
Year 7	\$16,724
Year 8	\$17,651
Year 9	\$18,629
Year 10	\$19,661

City of Nassau Bay Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$5,748	\$849	\$896	\$946	\$998	\$1,054	\$1,112	\$1,174	\$1,239	\$1,307
eCitation	\$1,070	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069
CAD VDI	\$5,126	\$223	\$235	\$248	\$262	\$276	\$292	\$308	\$325	\$343
RMS VDI	\$2,112	\$81	\$85	\$90	\$95	\$100	\$106	\$111	\$118	\$124
Command Central Evidence	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84
Command Central Community	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240
Command Central Investigate	\$4,323	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937
Disaster Recovery	\$11,975	\$3,253	\$3,389	\$3,531	\$3,680	\$1,626	\$1,709	\$1,798	\$1,891	\$1,988
Data Conversion	\$5,156									
Radio Integration	\$8,913									

8.2.1.4 City of La Porte

City of La Porte Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$432,534
Primary Hardware/Server Software	\$74,426
Implementation Costs	\$353,059
SUBTOTAL	\$860,019
DISCOUNT	\$305,436
SUBTOTAL	\$554,583
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$86,100
YEAR 1 GRAND TOTAL	\$468,483

City of La Porte Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$100,114
Year 3	\$105,377
Year 4	\$110,918
Year 5	\$116,724
Year 6	\$110,016
Year 7	\$116,125
Year 8	\$122,562
Year 9	\$129,352
Year 10	\$136,514

City of La Porte Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$39,915	\$5,895	\$6,222	\$6,568	\$6,932	\$7,316	\$7,722	\$8,149	\$8,600	\$9,076
eCitation	\$7,428	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425
CAD VDI	\$35,593	\$1,545	\$1,631	\$1,722	\$1,817	\$1,918	\$2,024	\$2,136	\$2,255	\$2,380
RMS VDI	\$14,662	\$560	\$591	\$624	\$658	\$695	\$733	\$774	\$816	\$862
Command Central Evidence	\$581	\$571	\$571	\$571	\$571	\$571	\$571	\$571	\$571	\$571
Command Central Community	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140
Command Central Investigate	\$30,014	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512
Disaster Recovery	\$83,151	\$22,586	\$23,532	\$24,520	\$25,551	\$11,288	\$11,870	\$12,482	\$13,127	\$13,806
Data Conversion	\$35,801									
Radio Integration	\$61,887									

8.2.1.5 City of Deer Park

City of Deer Park Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$356,419
Primary Hardware/Server Software	\$71,055
Implementation Costs	\$337,066
SUBTOTAL	\$764,541
DISCOUNT	\$294,601
SUBTOTAL	\$472,940
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$82,200
YEAR 1 GRAND TOTAL	\$390,740

City of Deer Park Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$95,579
Year 3	\$100,604
Year 4	\$105,894
Year 5	\$111,437
Year 6	\$105,033
Year 7	\$110,865
Year 8	\$117,010
Year 9	\$123,493
Year 10	\$130,331

City of Deer Park Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$38,107	\$5,628	\$5,940	\$6,270	\$6,618	\$6,985	\$7,372	\$7,780	\$8,211	\$8,665
eCitation	\$7,091	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089
CAD VDI	\$33,980	\$1,475	\$1,557	\$1,644	\$1,735	\$1,831	\$1,933	\$2,040	\$2,153	\$2,272
RMS VDI	\$13,998	\$534	\$564	\$595	\$628	\$663	\$700	\$739	\$780	\$823
Command Central Evidence	\$555	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492
Command Central Community	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Command Central Investigate	\$28,655	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417
Disaster Recovery	\$79,384	\$21,563	\$22,466	\$23,409	\$24,394	\$10,777	\$11,332	\$11,917	\$12,532	\$13,181
Data Conversion	\$34,180									
Radio Integration	\$59,084									

8.2.1.6 City of Alvin

City of Alvin Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$248,451
Primary Hardware/Server Software	\$49,704
Implementation Costs	\$254,877
SUBTOTAL	\$553,033
DISCOUNT	\$203,979
SUBTOTAL	\$349,054
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$57,500
YEAR 1 GRAND TOTAL	\$291,554

City of Alvin Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$66,859
Year 3	\$70,374
Year 4	\$74,074
Year 5	\$77,951
Year 6	\$73,472
Year 7	\$77,551
Year 8	\$81,850
Year 9	\$86,385
Year 10	\$91,168

City of Alvin Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$26,656	\$3,937	\$4,155	\$4,386	\$4,629	\$4,886	\$5,157	\$5,442	\$5,744	\$6,061
eCitation	\$4,960	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959
CAD VDI	\$23,770	\$1,032	\$1,089	\$1,150	\$1,214	\$1,281	\$1,352	\$1,427	\$1,506	\$1,589
RMS VDI	\$9,792	\$374	\$395	\$416	\$439	\$464	\$490	\$517	\$545	\$575
Command Central Evidence	\$388	\$365	\$365	\$365	\$365	\$365	\$365	\$365	\$365	\$365
Command Central Community	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400
Command Central Investigate	\$20,045	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826
Disaster Recovery	\$55,530	\$15,083	\$15,715	\$16,375	\$17,064	\$7,538	\$7,927	\$8,336	\$8,767	\$9,220
Data Conversion	\$23,909									
Radio Integration	\$41,330									

8.2.1.7 City of Seabrook

City of Seabrook Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$156,832
Primary Hardware/Server Software	\$24,895
Implementation Costs	\$118,096
SUBTOTAL	\$299,823
DISCOUNT	\$102,167
SUBTOTAL	\$197,656
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$28,800
YEAR 1 GRAND TOTAL	\$168,856

City of Seabrook Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$33,488
Year 3	\$35,248
Year 4	\$37,101
Year 5	\$39,044
Year 6	\$36,800
Year 7	\$38,843
Year 8	\$40,996
Year 9	\$43,267
Year 10	\$45,663

City of Seabrook Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$26,656	\$3,937	\$4,155	\$4,386	\$4,629	\$4,886	\$5,157	\$5,442	\$5,744	\$6,061
eCitation	\$13,351	\$1,972	\$2,081	\$2,197	\$2,319	\$2,447	\$2,583	\$2,726	\$2,877	\$3,036
CAD VDI	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484
RMS VDI	\$11,906	\$517	\$546	\$576	\$608	\$642	\$677	\$715	\$754	\$796
Command Central Evidence	\$4,904	\$187	\$198	\$209	\$220	\$232	\$245	\$259	\$273	\$288
Command Central Community	\$194	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166
Command Central Investigate	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320
Disaster Recovery	\$10,040	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586
Data Conversion	\$11,975									
Radio Integration	\$20,701									

8.2.1.8 City of Kemah

City of Kemah Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$91,227
Primary Hardware/Server Software	\$10,719
Implementation Costs	\$50,847
SUBTOTAL	\$152,793
DISCOUNT	\$43,988
SUBTOTAL	\$108,805
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$12,400
YEAR 1 GRAND TOTAL	\$96,405

City of Kemah Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$14,418
Year 3	\$15,176
Year 4	\$15,974
Year 5	\$16,810
Year 6	\$15,844
Year 7	\$16,724
Year 8	\$17,651
Year 9	\$18,629
Year 10	\$19,661

City of Kemah Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$5,748	\$849	\$896	\$946	\$998	\$1,054	\$1,112	\$1,174	\$1,239	\$1,307
eCitation	\$1,070	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069
CAD VDI	\$5,126	\$223	\$235	\$248	\$262	\$276	\$292	\$308	\$325	\$343
RMS VDI	\$2,112	\$81	\$85	\$90	\$95	\$100	\$106	\$111	\$118	\$124
Command Central Evidence	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84
Command Central Community	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360
Command Central Investigate	\$4,323	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321
Disaster Recovery	\$11,975	\$3,253	\$3,389	\$3,531	\$3,680	\$1,626	\$1,709	\$1,798	\$1,891	\$1,988
Data Conversion	\$5,156									
Radio Integration	\$8,913									

8.2.1.9 City of Morgan's Point

City of Morgan's Point Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$11,764
Primary Hardware/Server Software	\$3,544
Implementation Costs	\$16,812
SUBTOTAL	\$32,120
DISCOUNT	\$14,545
SUBTOTAL	\$17,575
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$4,100
YEAR 1 GRAND TOTAL	\$13,475

City of Morgan's Point Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$4,767
Year 3	\$5,018
Year 4	\$5,282
Year 5	\$5,558
Year 6	\$5,239
Year 7	\$5,530
Year 8	\$5,836
Year 9	\$6,160
Year 10	\$6,501

Morgan's Point Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$1,901	\$281	\$296	\$313	\$330	\$348	\$368	\$388	\$410	\$432
eCitation	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354
CAD VDI	\$1,695	\$74	\$78	\$82	\$87	\$91	\$96	\$102	\$107	\$113
RMS VDI	\$698	\$27	\$28	\$30	\$31	\$33	\$35	\$37	\$39	\$41
Command Central Evidence	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28
Command Central Community	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760
Command Central Investigate	\$1,429	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036
Disaster Recovery	\$3,960	\$1,076	\$1,121	\$1,168	\$1,217	\$538	\$565	\$594	\$625	\$657
Data Conversion	\$1,705									
Radio Integration	\$2,947									

8.2.2 City of Texas City

City of Texas City Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$471,373
Primary Hardware/Server Software	\$100,099
Implementation Costs	\$474,845
SUBTOTAL	\$1,046,317
DISCOUNT	\$410,796
SUBTOTAL	\$635,522
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$115,800
YEAR 1 GRAND TOTAL	\$519,722

City of Texas City Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$134,648
Year 3	\$141,726
Year 4	\$149,179
Year 5	\$156,988
Year 6	\$147,966
Year 7	\$156,182
Year 8	\$164,839
Year 9	\$173,971
Year 10	\$183,605

City of Texas City Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$53,683	\$7,928	\$8,369	\$8,833	\$9,323	\$9,840	\$10,385	\$10,960	\$11,567	\$12,207
eCitation	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987
CAD VDI	\$47,870	\$2,079	\$2,194	\$2,316	\$2,444	\$2,580	\$2,723	\$2,873	\$3,033	\$3,200
RMS VDI	\$19,720	\$753	\$795	\$839	\$885	\$934	\$986	\$1,041	\$1,098	\$1,159
Command Central Evidence	\$782	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$735
Command Central Community	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620
Command Central Investigate	\$40,368	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952
Disaster Recovery	\$111,833	\$753	\$795	\$839	\$885	\$934	\$986	\$1,041	\$1,098	\$1,159
Data Conversion	\$48,151									
Radio Integration	\$83,235									

8.2.2.1 City of Dickinson

City of Dickinson Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$237,631
Primary Hardware/Server Software	\$26,883
Implementation Costs	\$127,528
SUBTOTAL	\$392,042
DISCOUNT	\$110,326
SUBTOTAL	\$281,716
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$31,100
YEAR 1 GRAND TOTAL	\$250,616

City of Dickinson Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$36,162
Year 3	\$38,063
Year 4	\$40,064
Year 5	\$42,162
Year 6	\$39,739
Year 7	\$41,945
Year 8	\$44,270
Year 9	\$46,723
Year 10	\$49,310

City of Dickinson Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$14,418	\$2,129	\$2,248	\$2,372	\$2,504	\$2,643	\$2,789	\$2,944	\$3,107	\$3,278
eCitation	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683
CAD VDI	\$12,856	\$558	\$589	\$622	\$656	\$693	\$731	\$772	\$814	\$860
RMS VDI	\$5,296	\$202	\$213	\$225	\$238	\$251	\$265	\$279	\$295	\$311
Command Central Evidence	\$210	\$186	\$186	\$186	\$186	\$186	\$186	\$186	\$186	\$186
Command Central Community	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320
Command Central Investigate	\$10,841	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598
Disaster Recovery	\$30,035	\$8,158	\$8,500	\$8,857	\$9,229	\$4,077	\$4,287	\$4,509	\$4,742	\$4,987
Data Conversion	\$30,035									
Radio Integration	\$12,932									

8.2.2.2 City of Santa Fe

City of Santa Fe Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$132,637
Primary Hardware/Server Software	\$20,400
Implementation Costs	\$96,773
SUBTOTAL	\$249,811
DISCOUNT	\$83,720
SUBTOTAL	\$166,091
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$23,600
YEAR 1 GRAND TOTAL	\$142,491

City of Santa Fe Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$27,441
Year 3	\$28,884
Year 4	\$30,403
Year 5	\$31,994
Year 6	\$30,155
Year 7	\$31,830
Year 8	\$33,594
Year 9	\$35,455
Year 10	\$37,419

City of Santa Fe Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$10,941	\$1,616	\$1,706	\$1,800	\$1,900	\$2,005	\$2,116	\$2,234	\$2,354	\$2,488
eCitation	\$2,036	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035
CAD VDI	\$9,756	\$424	\$447	\$472	\$498	\$526	\$555	\$586	\$618	\$652
RMS VDI	\$4,019	\$153	\$162	\$171	\$180	\$190	\$201	\$212	\$224	\$236
Command Central Evidence	\$159	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142
Command Central Community	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720
Command Central Investigate	\$8,227	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336
Disaster Recovery	\$22,792	\$6,191	\$6,450	\$6,721	\$7,003	\$3,094	\$3,253	\$3,421	\$3,598	\$3,784
Data Conversion	\$9,813									
Radio Integration	\$16,963									

8.2.2.3 City of La Marque

City of La Marque Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$178,063
Primary Hardware/Server Software	\$31,292
Implementation Costs	\$148,440
SUBTOTAL	\$357,796
DISCOUNT	\$128,418
SUBTOTAL	\$229,379
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$36,200
YEAR 1 GRAND TOTAL	\$193,178

City of La Marque Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$42,092
Year 3	\$44,305
Year 4	\$46,635
Year 5	\$49,076
Year 6	\$46,255
Year 7	\$48,824
Year 8	\$51,530
Year 9	\$54,385
Year 10	\$57,396

City of La Marque Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$16,782	\$2,478	\$2,616	\$2,761	\$2,914	\$3,076	\$3,246	\$3,426	\$3,616	\$3,816
eCitation	\$3,123	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122
CAD VDI	\$14,965	\$650	\$686	\$724	\$764	\$806	\$851	\$898	\$948	\$1,000
RMS VDI	\$6,164	\$235	\$248	\$262	\$277	\$292	\$308	\$325	\$343	\$362
Command Central Evidence	\$244	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212
Command Central Community	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560
Command Central Investigate	\$12,619	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936
Disaster Recovery	\$15,052	\$9,496	\$9,894	\$10,309	\$10,743	\$4,746	\$4,991	\$5,248	\$5,519	\$5,805
Data Conversion	\$15,052									
Radio Integration	\$26,020									

8.2.2.4 City of Sugarland

City of Sugarland Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$178,063
Primary Hardware/Server Software	\$110,645
Implementation Costs	\$524,872
SUBTOTAL	\$1,299,569
DISCOUNT	\$454,075
SUBTOTAL	\$845,494
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$128,000
YEAR 1 GRAND TOTAL	\$717,494

City of Sugarland Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$148,834
Year 3	\$156,658
Year 4	\$164,895
Year 5	\$173,527
Year 6	\$163,555
Year 7	\$172,636
Year 8	182,205
Year 9	\$192,300
Year 10	\$202,948

City of Sugarland Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$59,339	\$8,764	\$9,250	\$9,764	\$10,305	\$10,877	\$11,479	\$12,115	\$12,786	\$13,493
eCitation	\$11,042	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039
CAD VDI	\$52,914	\$2,298	\$2,425	\$2,560	\$2,702	\$2,852	\$3,010	\$3,176	\$3,352	\$3,538
RMS VDI	\$21,797	\$832	\$878	\$927	\$978	\$1,033	\$1,090	\$1,150	\$1,214	\$1,281
Command Central Evidence	\$975	\$925	\$925	\$925	\$925	\$925	\$925	\$925	\$925	\$925
Command Central Community	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720
Command Central Investigate	\$49,681	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749
Disaster Recovery	\$123,615	\$33,577	\$34,984	\$36,452	\$37,985	\$16,781	\$17,646	\$18,557	\$19,515	\$20,524
Data Conversion	\$53,224									
Radio Integration	\$92,004									

8.2.2.5 City of Galveston

City of Galveston Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$664,051
Primary Hardware/Server Software	\$152,483
Implementation Costs	\$723,340
SUBTOTAL	\$1,604,541
DISCOUNT	\$625,772
SUBTOTAL	\$978,769
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$176,400
YEAR 1 GRAND TOTAL	\$802,369

City of Galveston Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$205,112
Year 3	\$215,894
Year 4	\$227,247
Year 5	\$239,142
Year 6	\$225,399
Year 7	\$237,914
Year 8	\$251,102
Year 9	\$265,013
Year 10	\$279,688

City of Galveston Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$81,777	\$12,077	\$12,748	\$13,456	\$14,202	\$14,989	\$15,820	\$16,696	\$17,620	\$18,595
eCitation	\$15,217	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213
CAD VDI	\$72,922	\$3,166	\$3,342	\$3,528	\$3,723	\$3,930	\$4,148	\$4,377	\$4,620	\$4,875
RMS VDI	\$30,039	\$1,147	\$1,210	\$1,277	\$1,348	\$1,423	\$1,502	\$1,585	\$1,673	\$1,765
Command Central Evidence	\$1,191	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010
Command Central Community	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180
Command Central Investigate	\$61,493	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139
Disaster Recovery	\$170,358	\$46,273	\$48,212	\$50,236	\$52,348	\$23,126	\$24,319	\$25,573	\$26,894	\$28,285
Data Conversion	\$73,349									
Radio Integration	\$126,793									

8.2.2.6 City of Jamaica Beach

City of Jamaica Beach Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$12,624
Primary Hardware/Server Software	\$3,803
Implementation Costs	\$18,042
SUBTOTAL	\$34,470
DISCOUNT	\$15,609
SUBTOTAL	\$18,861
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$4,400
YEAR 1 GRAND TOTAL	\$14,461

City of Jamaica Beach Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$5,116
Year 3	\$5,385
Year 4	\$5,668
Year 5	\$5,965
Year 6	\$5,622
Year 7	\$5,934
Year 8	\$6,263
Year 9	\$6,610
Year 10	\$6,976

City of Jamaica Beach Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$2,040	\$301	\$318	\$336	\$354	\$374	\$395	\$416	\$440	\$464
eCitation	\$379	\$379	\$379	\$379	\$379	\$379	\$379	\$379	\$379	\$379
CAD VDI	\$1,819	\$79	\$83	\$88	\$93	\$98	\$103	\$109	\$115	\$122
RMS VDI	\$749	\$29	\$30	\$32	\$34	\$35	\$37	\$40	\$42	\$44
Command Central Evidence	\$39	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37
Command Central Community	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
Command Central Investigate	\$1,902	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889
Disaster Recovery	\$4,249	\$29	\$30	\$32	\$34	\$35	\$37	\$40	\$42	\$44
Data Conversion	\$1,830									
Radio Integration	\$3,163									

8.2.2.7 UTMB Police – Galveston

City of UTMB Police - Galveston Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$174,995
Primary Hardware/Server Software	\$19,190
Implementation Costs	\$91,033
SUBTOTAL	\$285,218
DISCOUNT	\$78,754
SUBTOTAL	\$206,464
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$22,200
YEAR 1 GRAND TOTAL	\$184,264

UTMB Police – Galveston Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$25,813
Year 3	\$27,170
Year 4	\$28,599
Year 5	\$30,096
Year 6	\$28,367
Year 7	\$29,942
Year 8	\$31,601
Year 9	\$33,352
Year 10	\$35,199

UTMB Police – Galveston Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$10,292	\$1,520	\$1,604	\$1,693	\$1,787	\$1,886	\$1,991	\$2,101	\$2,218	\$2,340
eCitation	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915
CAD VDI	\$9,177	\$398	\$421	\$444	\$469	\$495	\$522	\$551	\$581	\$614
RMS VDI	\$3,780	\$144	\$152	\$161	\$170	\$179	\$189	\$199	\$211	\$222
Command Central Evidence	\$180	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175
Command Central Community	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Command Central Investigate	\$9,739	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034
Disaster Recovery	\$21,440	\$5,823	\$6,068	\$6,322	\$6,588	\$2,910	\$3,060	\$3,218	\$3,385	\$3,560
Data Conversion	\$9,231									
Radio Integration	\$15,957									

8.2.2.8 Port of Houston Police

Port of Houston Police Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$159,982
Primary Hardware/Server Software	\$17,461
Implementation Costs	\$122,161
SUBTOTAL	\$299,604
DISCOUNT	\$71,659
SUBTOTAL	\$227,946
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$20,200
YEAR 1 GRAND TOTAL	\$207,746

Port of Houston Police Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$23,488
Year 3	\$24,723
Year 4	\$26,023
Year 5	\$27,385
Year 6	\$25,811
Year 7	\$27,244
Year 8	\$28,754
Year 9	\$30,347
Year 10	\$32,028

Port of Houston Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$9,364	\$1,383	\$1,460	\$1,541	\$1,626	\$1,716	\$1,812	\$1,912	\$2,018	\$2,129
eCitation	\$1,743	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742
CAD VDI	\$8,350	\$363	\$383	\$404	\$426	\$450	\$475	\$501	\$529	\$558
RMS VDI	\$3,440	\$131	\$139	\$146	\$154	\$163	\$172	\$182	\$192	\$202
Command Central Evidence	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136
Command Central Community	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680
Command Central Investigate	\$7,042	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147
Disaster Recovery	\$19,508	\$5,299	\$5,521	\$5,753	\$5,995	\$2,648	\$2,785	\$2,928	\$3,080	\$3,239
Data Conversion	\$8,399									
Radio Integration	\$14,519									

8.2.2.9 City of Shoreacres

City of Shoreacres Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$11,764
Primary Hardware/Server Software	\$3,544
Implementation Costs	\$16,812
SUBTOTAL	\$32,120
DISCOUNT	\$14,545
SUBTOTAL	\$17,575
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$4,100
YEAR 1 GRAND TOTAL	\$13,475

City of Shoreacres Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$4,767
Year 3	\$5,018
Year 4	\$5,282
Year 5	\$5,558
Year 6	\$5,239
Year 7	\$5,530
Year 8	\$5,836
Year 9	\$6,160
Year 10	\$6,501

City of Shoreacres Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$1,901	\$281	\$296	\$313	\$330	\$348	\$368	\$388	\$410	\$432
eCitation	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354
CAD VDI	\$1,695	\$776	\$824	\$860	\$904	\$949	\$996	\$1,046	\$1,098	\$1,153
RMS VDI	\$698	\$27	\$28	\$30	\$31	\$33	\$35	\$37	\$39	\$41
Command Central Evidence	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
Command Central Community	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650
Command Central Investigate	\$1,429	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425
Disaster Recovery	\$3,960	\$27	\$28	\$30	\$31	\$33	\$35	\$37	\$39	\$41
Data Conversion	\$1,705									
Radio Integration	\$2,947									

8.2.2.10 City of El Lago / Taylor Lake

City of El Lago / Taylor Lake Base System	Pricing For System Total
PremierOne CAD, Mobile and RMS Initial Licensing and Interface Fees	\$19,510
Primary Hardware/Server Software	\$5,878
Implementation Costs	\$27,884
SUBTOTAL	\$53,272
DISCOUNT	\$24,123
SUBTOTAL	\$29,149
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT	\$6,800
YEAR 1 GRAND TOTAL	\$22,349

City of El Lago / Taylor Lake Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$7,907
Year 3	\$8,322
Year 4	\$8,760
Year 5	\$9,219
Year 6	\$8,689
Year 7	\$9,171
Year 8	\$9,680
Year 9	\$10,216
Year 10	\$10,782

City of El Lago / Taylor Lake Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$3,152	\$466	\$491	\$519	\$547	\$578	\$610	\$644	\$679	\$717
eCitation	\$587	\$587	\$587	\$587	\$587	\$587	\$587	\$587	\$587	\$587
CAD VDI	\$2,811	\$122	\$129	\$136	\$144	\$151	\$160	\$169	\$178	\$188
RMS VDI	\$1,158	\$44	\$47	\$49	\$52	\$55	\$58	\$61	\$64	\$68
Command Central Evidence	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37
Command Central Community	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Command Central Investigate	\$2,370	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903
Disaster Recovery	\$6,567	\$1,784	\$1,859	\$1,937	\$2,018	\$891	\$937	\$986	\$1,037	\$1,090
Data Conversion	\$2,828									
Radio Integration	\$4,888									



Section 9

Additional Documentation

GRID Public Safety Software

December 22, 2021

League City, TX

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Section 9

Additional Documentation

Motorola Solutions has included the following additional documentation to support our Response to the RFP.

- Exhibit 1: System Description & GIS Requirements Addendum
- Exhibit 2: Implementation Plan and Statement of Work
- Exhibit 3: Sample Functional Validation Plan
(Included as separate Excel document due to its size)
- Exhibit 4: Training Plan
- Exhibit 5: Sample Project Schedule



MOTOROLA SOLUTIONS

Exhibit 1

System Description

GRID Public Safety Software

December 22, 2021

League City, TX

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Exhibit 1

System Description

1.1 System Overview

Motorola Solutions (“Motorola”) is pleased to present the following system for Gulf Coast Regional Information and Dispatch or GRID (hereinafter referred to as the “Consortium”).

Motorola’s offering consists of server hardware, server networking hardware, system software, PremierOne application and client software, CommandCentral application software, interfaces and services (as stated in the Statement of Work).

The following presents a logical illustration of the system components.

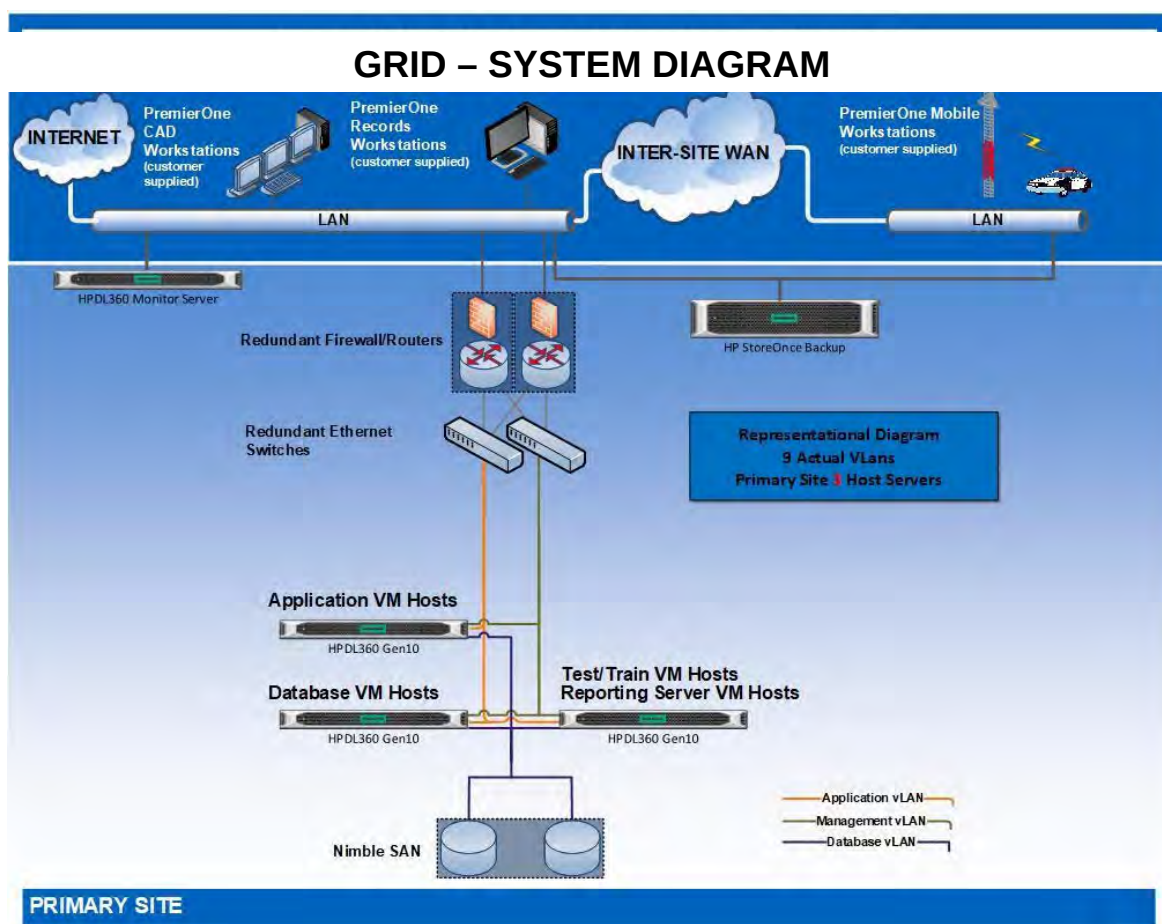


Figure 1-1 - Representative System Diagram

1.1.1 Participating Agencies

The designated agencies participating in the system are:

- City of League City
- City of Webster
- City of Nassau Bay
- City of La Porte
- City of Deer Park
- City of Alvin
- City of Seabrook
- City of Kemah
- City of Morgan's Point
- City of Texas City
- City of Dickerson
- City of Santa Fe
- City of La Marque
- City of Sugarland
- City of Galveston
- City of Jamaica Beach
- UTMB Police Galveston
- Port of Houston Police
- City of Shoreacres
- City of El Lago/Taylor Lake

1.1.2 Basis for System Sizing

The system is sized by tiers. Motorola uses Call for Service (CFS) and employee counts as some the parameters to establish the tiers of infrastructure sizing. Based on the counts provided by you, this system has been sized as follows:

- Up to 2,000,000 CAD Calls for Service per year
- Up to 250 PremierOne CAD clients
- Up to 1000 PremierOne Mobile clients
- 5% annual growth for 5 years
- Five (5) years of PremierOne CAD data retention (2 years online, 3 years reporting)

The following applications, system components and services are included in this system:

1.1.3 Application Software and System Components

This System is comprised of the following component and Subsystem elements:

CAD Subsystem

- PremierOne CAD with Automatic Resource Location (ARL) via:
 - PremierOne Mobile via cellular
- PremierOne Mobile with Mobile Mapping
- PremierOne CAD Intelligent Data Discovery
- RapidSOS Integration
- Integrated Call Control
- Radio Integration (MCC7500/PTT)
- ASTRO Responder Location

Records Subsystem

- PremierOne Records Version 4.5 with IBR (TIBRS) submission only
 - PremierOne Records supports the submission of Texas IBR, Texas Department of Public Safety TIBRS Training and Reference Manual (Revised 02/03/15), and Texas Peace Officer's Crash Report (Form CR-3 1/1/2010).
 - Property & Evidence
 - PremierOne Records Convert-on-Demand
- PremierOne Records Mobile
- PremierOne Records Intelligent Data Discovery

CommandCentral Capabilities

- Cloud Data Backup & Restore
- CAD Viewer
- Pin Mapping
- Records Management
 - Unified Search
 - Consolidated Records View
- Digital Evidence Management
 - Field Response Application
 - Judicial Sharing

System Component

- PremierOne Server Hardware
- Interfaces

Third Party Components

- CommSys Queries

1.1.4 PremierOne Application Client Software Licensing

The following table summarizes the number of PremierOne client application software licenses for all agencies listed in Participating Agencies.

Table 1-1– System Client Licensing

System Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

1.1.5 Microsoft, VMware, Other Software Licensing Ancillary Components

The following table lists the type and number of Microsoft, VMware, Hewlett Packard Enterprise (HPE) and other licenses and the party responsible for providing them.

Table 1-2 - Microsoft and VMware Licensing

Microsoft & VMware Licenses	Primary Site	Motorola Provided
Microsoft DataCenter 2016 16 Core OS License	2	X
Microsoft DataCenter 2016 2 Core OS Add On License	20	X
Microsoft Windows 2016 16 Core OS License	5	X
Microsoft SQL 2017 Enterprise 4 Core License	3	X
Microsoft SQL 2017 Enterprise 2 Core Add On License	5	X
Microsoft SQL 2017 Standard 4 Core License	5	X
Microsoft SQL 2017 Standard 2 Core Add On License	5	X
Microsoft System Center Operation Manager 2016 (SCOM)	60	X
VMware vCenter Standard	1	X
VMware vSphere Ent+ CPU	11	X

The following table lists the type, number and who is providing these ancillary items:

Table 1-3 - Ancillary Components

Description	Details	Customer Provided	Motorola Provided	Quantity
F5 Load Balancers	Virtual/Physical Network Load Balancing software integrated with system		X	2
SolarWinds	Network performance monitoring		X	1
SolarWinds	NetFlow Traffic Analyzer		X	1
GIS Editing Software	10.6 of Esri ArcGIS Desktop and Network Analyst extension software	X		

Description	Details	Customer Provided	Motorola Provided	Quantity
Client Access Licenses	Microsoft Windows Server 2016	X		1 Per Client Refer to Microsoft Website for Guidance
VDI Client access	Microsoft VDI Client access	X		1 Per VDI Client Refer to Microsoft Website for Guidance
CommSys ConnectCIC	Enables State Queries		X	1
FortiGate Network Devices	Provides server component isolation from other systems within the Customer's data center by means of a firewall router.		X	
Extreme Networks X620	16 port 10Gb Layer 2 switching, Layer 3 IPv4/IPv6 routing		X	
Extreme Networks X420	48 port GbE Management vLAN Switch		X	
HPe DL360c Gen10 w/dual Xeon Gold 6146, 384 GB RAM, 2 NIC, 2 x 8GB microSD	Host Server		X	
HPe DL360 Gen10 w/ single XeonS 4114, 128 GB RAM, 5x1.2TB HDD	Monitor Server		X	
HPe DL560c Gen10 w/single Xeon 6254, 512 GB RAM, 4 10GB NIC, 2 x 8GB microSD	VDI Server		X	
Nimble Storage HF20 48x 240GB SSD 11TB	VDI SAN		X	
AF20 246TB All Flash SAN	PremierOne SAN		X	

Description	Details	Customer Provided	Motorola Provided	Quantity
HPe StoreOnce 3520	Location to store backups		X	
Equipment Rack HPe Rack Model P9K42A 42 U	Rack mount keyboard and monitor Cabinet Dimensions 78.9 in. x 39.7 in. x 24 in. Shipping Dimensions (with packaging materials) 86.2 in. x 48 in. x 35.6 in. Shipping Weight 1868 lb. – Total Installed Weight 385 lb. – Rack Maximum Load of Rack 3000 lb. Rack Clearance Front: 48 inch Back: 30 inch Power Distribution Units HPE 4.9kVA 208V		X	

1.1.6 System Interfaces and Integrations

The table below list the specific integrations or interfaces included in our system. An Interface Specification Document (ISD) is available for each interface.

The ISD details the specific features and functionality of the interface and describes the implementation process and responsibilities of the involved parties. Any requests for change to the ISD following contract is subject to review and consideration through the change control mechanism of the contract.

Table 1-4 - System Interfaces

Interface Name	Functionality	ISD Name
Active 911	CAD Server	Active911 (Active911, Inc.)
AFIS LiveScan	Records Server	Common - Records Two-Way AFIS LiveScan
ASAP-PSAP	CAD Server	ASAP Alarm (CSAA)** See SOPs for Latest LOEs**
ASTRO MCC7500	CAD Client	Integration--ASTRO Radio Console (Motorola)
ASTRO Radio Location & Messaging	CAD Server	Integration--ASTRO Radio Location & Messaging (Motorola)
ASTRO Radio PTT	CADICAD	Integration--ASTRO Radio PTT (Motorola)
Avigilon	CAD Server	Avigilon ACC Video (Motorola)
Axon BWC	CAD RDW	AXON: CAD Outbound

Interface Name	Functionality	ISD Name
Axon In Car	CAD RDW	AXON: CAD Outbound
Brazos eCitation	Records Server	Brazos eCitation: Data Import (Tyler Technologies)
CC Analytics	Records RDW	CommandCentral: Data View - Analytics from P1 Records (Motorola)
CC Community	CAD RDW	Common - CAD Outbound Data
Coban Body Cameras	CAD RDW	AXON: CAD Outbound
Command Bridge	CAD RDW	Common - CAD Outbound Data
CryWolf	CAD Server	CryWolf (Public Safety Corporation)
E911/TDD	CAD Server	Common - E911 / TDD
Emergency Reporting	CAD RDW	ERS (Emergency Reporting)
ESO EMS Mobile	CAD RDW	Electronic Health Record-ePCR: Data View (ESO Solutions)
ESO ePCR	CAD RDW	Common - CAD Outbound ePCR
ESO Fire Mobile	CAD Mobile	Common - Third-Party Mobile Client API
ESO Fire Records	CAD RDW	ESO Fire (ESO Solutions)
Evidence.com	Records Server	Common - Records Outbound Data
Fire Rover App	CAD RDW	Common - CAD Outbound Data
Firehouse Cloud	CAD RDW	Common - CAD Outbound Data
Firehouse Enterprise CAD	CAD Server	Common - CAD Two-Way Incident Data Exchange (Trigger-Point)
Firehouse FRMS	CAD RDW	FIREHOUSE FRMS NFIRS (ESO Solutions)
FTO Mobile	Records Server	Common - Records Outbound Data
Genetec Digital Evidence	Records Server	Common - Records Outbound Data
I Am Responding	CAD Server	Common - SMTP Notification
IA Pro	Records Server	Common - Records Outbound Data
Incode Court	Records Server	Common - Records Outbound Data
L3 Digital Evidence	Records Server	Common - Records Outbound Data
L3 MobileVision	Records Server	Common - Records Outbound Data
MACH Alert FSA	CAD Server	MACH Fire Station Alerting-FSA (DCR Engineering Services - formerly Motorola)
PageGate	CAD Server	PageGate (NotePage)
PMAM Alarm Billing	CAD Server	PMAM False Alarm (PMAM)
PowerPhone	CAD Client	Computer Aided Call Handling-CACH (PowerPhone)
ProQA	CAD Client	ProQA Paramount (Priority Dispatch Corp)
State/NCIC	PremierOne Suite Services	Common - Suite State Query

Interface Name	Functionality	ISD Name
Tyler Odyssey	PremierOne Suite Services	Common - Suite External Query
WatchGuard	CAD RDW	AXON: CAD Outbound
WestNet FSA	CAD Server	First-In Fire Station Alerting-FSA (WestNet FSCS)
Zetron FSA	CAD Server	Zetron 25 Fire Station Alerting-FSA (Zetron)

Table 1-5 - System Integrations

Integration Name
RapidSOS

1.2 Purchase Options

The following system components are presented for the Consortium's consideration. While not required to support the system, each of the following separately priced options enhance the system by adding additional capabilities.

- CommandCentral Responder (eCitation)
- CAD Workstation VDI
- Records Workstation VDI
- CommandCentral Components
 - CommandCentral Community Standard which includes 10TB of CommandCentral Evidence storage for 20 agencies and the respective Sworn Officer quantity in Table 1-2 and a 10 year subscription
 - CommandCentral Investigate for 20 agencies and the respective Sworn Officer quantity in Table 1-2 and a 10 year subscription
 - CommandCentral Aware Plus for League City for 5 Named Users and 10 year subscription
 - Cloud Anchor Server
 - PremierOne CAD Integration for incident and/or unit location Automatic Vehicle Location (AVL).
 - Avigilon Video (ACC or ACS), Video Analytics, and LPR Integration.
- PremierOne Handheld
- PremierOne Disaster Recovery
- CAPE UAV/Drone Solution
- PremierOne Data Conversion

1.3 PremierOne Deployment

PremierOne agency client licensing and interfaces will be provided as indicated in the following paragraphs.

1.3.1 Consortium Interfaces

The following interfaces will be deployed as Consortium interface available to all agencies that meet the requirements to support the interface

- State/NCIC
- E911/TDD
- Motorola/Harris County Radio System

1.3.2 Consortium Agencies

The following agencies will be part of the consortium PremierOne deployment.

1.3.3 League City

The following table summarizes the number of PremierOne client application software licenses for League City.

Table 1-6 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Axon BWC/In-Car Video
- Avigilon IP Cameras
- DJI Drones
- Flock LPR Cameras
- Emergency Reporting
- Fire Rover App
- WestNet Alerting
- CryWolf Alarm Billing
- Genetec Digital Evidence

- Incode Court
- Emergency Reporting

Integrations

- RapidSOS

1.3.3.1 Dickinson

The following table summarizes the number of PremierOne client application software licenses for Dickinson.

Table 1-7 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- ePCR
- Firehouse FRMS
- PageGate
- Incode
- WatchGuard Cameras

Integrations

- RapidSOS

1.3.3.2 Kemah

The following table summarizes the number of PremierOne client application software licenses for Kemah.

Table 1-8 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Incode
- IP cameras
- WatchGuard Cameras

Integrations

- RapidSOS

1.3.3.3 Webster

The following table summarizes the number of PremierOne client application software licenses for Webster.

Table 1-9 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- CryWolf
- Firehouse FRMS
- Incode
- WatchGuard Cameras
- Fire Station Alerting

Integrations

- RapidSOS

1.3.3.4 Nassau Bay

Nassau Bay is an additional agency dispatched by Webster.

The following table summarizes the number of PremierOne client application software licenses for Nassau Bay.

Table 1-10 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Axon Body Cameras

1.3.3.5 City of Galveston

The following table summarizes the number of PremierOne client application software licenses for the City of Galveston.

Table 1-12 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Active 911
- AFIS LiveScan
- Avigilon
- Axon Body Cameras
- eCitations
- Body Cameras
- CommandBridge
- CryWolf
- Emergency Reporting FRMS
- ESO FRMS
- ePCR
- Evidence.com
- Firehouse Cloud

- Firehouse FRMS
- IP Cameras
- I Am Responding
- IA Pro
- L3 MobileVision
- Fire Station Alerting
- PageGate
- PowerPhone
- ProQA
- Incode
- Odyssey
- WatchGuard Body Cameras
- WatchGuard Body Cameras
- Fire Station Alerting (WestNet)
- Fire Station Alerting (Zetron)

Integrations

- RapidSOS

Jamaica Beach

Jamaica Beach is an additional agency dispatched by Galveston.

The following table summarizes the number of PremierOne client application software licenses for Jamaica Beach.

Table 1-13 – Client Licensing

Client Licenses	Per Seat
PremierOne Mobile with Mapping	Site License

1.3.3.6 Texas City

The following table summarizes the number of PremierOne client application software licenses for Texas City.

Table 1-14 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne CAD Low Use Client	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Active 911
- AFIS LiveScan
- Avigilon
- Axon Body Camera
- eCitation
- CryWolf
- Emergency Reporting FRMS
- ESO FRMS
- ePCR
- Evidence.com
- Firehouse Cloud
- Firehouse FRMS
- FTO Module
- IP Cameras
- I Am Responding
- IA Pro
- L3 Digital Evidence
- Fire Station Alerting
- PageGate
- ProQA
- Incode
- Odyssey
- Watchguard Body Cameras
- Watchguard In-Car Cameras
- Fire Station Alerting
- Fire Station Alerting

Integrations

- RapidSOS

1.3.3.7 La Marque

The following table summarizes the number of PremierOne client application software licenses for La Marque.

Table 1-15 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne CAD Low Use Client	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- ESO FRMS
- Tyler Incode
- Westnet FSA

Integrations

- RapidSOS

1.3.3.8 UTMB

The following table summarizes the number of PremierOne client application software licenses for UTMB.

Table 1-16 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Axon Body Camera
- Incode
- WatchGuard Body Camera
- WatchGuard In-Car Camera

Integrations

- RapidSOS

1.3.3.9 Sugarland

The following table summarizes the number of PremierOne client application software licenses for Sugarland.

Table 1-17 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Axon Body Camera
- Coban Dash Camera
- ESO FRMS
- PowerPhone EMD
- Incode
- Zetron FSA

Integrations

- RapidSOS

1.3.3.10 Alvin

The following table summarizes the number of PremierOne client application software licenses for Alvin.

Table 1-19 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Evidence.com
- FTO Module

- PMAM Alarm Billing
- Incode

Integrations

- RapidSOS

1.3.3.11 Santa Fe

The following table summarizes the number of PremierOne client application software licenses for Santa Fe.

Table 1-20 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne CAD Low Use Client	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Tyler Encode

Integrations

- RapidSOS

1.3.3.12 La Porte

The following table summarizes the number of PremierOne client application software licenses for La Porte.

Table 1-21 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne CAD Low Use Client	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- AFIS LiveScan
- Brazos eCitation

- CryWolf Alarm Billing
- ESO ePCR
- Firehouse FRMS Firehouse
- ProQA EMD
- Incode

Integrations

- RapidSOS

1.3.3.13 City of Shoreacres

The following table summarizes the number of PremierOne client application software licenses for The City of Shoreacres.

Table 1-23 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- N/A

1.3.3.14 Port of Houston

The following table summarizes the number of PremierOne client application software licenses for Port of Houston.

Table 1-23 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Firehouse Enterprise CAD

- Firehouse FRMS
- ProQA EMD
- Zetron FSA

Integrations

- RapidSOS

1.3.3.15 Deer Park

The following table summarizes the number of PremierOne client application software licenses for Deer Park.

Table 1-24 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- AFIS LiveScan
- CryWolf Alarm Billing
- ESO ePCR
- ESO FRMS
- IA Pro
- ProQA EMD
- Incode

Integrations

- RapidSOS
- CommandCentral Analytics
- CommandCentral Community

1.3.3.16 Seabrook

The following table summarizes the number of PremierOne client application software licenses for Seabrook.

Table 1-25 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- Brazos eCitation
- ESO ePCR
- ESO FRMS

Integrations

- RapidSOS
- CommandCentral Analytics
- CommandCentral Community

1.3.3.17 City of El Lago/Taylor Lake (Lakeview Police)

The following table summarizes the number of PremierOne client application software licenses for City of El Lago/Taylor Lake (Lakeview Police).

Table 1-25 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

1.3.3.18 City of Morgan's Point

The following table summarizes the number of PremierOne client application software licenses for The City of Morgan's Point.

Table 1-10 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License

Client Licenses	Per Seat
PremierOne Records Mobile	Site License

The following interfaces and/or integrations will be deployed for the agency. Please refer to Section 1.1.6 System Interfaces and Integrations for additional information on these interfaces.

Interfaces

- WatchGuard Body Cameras

1.3.3.19 City of Jamaica Beach

The following table summarizes the number of PremierOne client application software licenses for the City of Jamaica Beach.

Table 1-7 – Client Licensing

Client Licenses	Per Seat
PremierOne CAD Dispatch with Mapping	Site License
PremierOne Mobile with Mapping	Site License
PremierOne Records	Site License
PremierOne Records Mobile	Site License

1.4 System Architecture

The system is designed on the principles of Service Oriented Architecture (SOA) allowing separation of servers and services to modular components. The system can be expanded through the allocation of additional physical or logical resources as needs grow. In addition, site-to-site replication creates a multi-site architecture.

The system is deployed with a single production environment incorporating the high availability components and interfaces presented in this system. The production environment incorporates the high availability components and reconfigured interfaces presented in this system.

The system is architected around a virtualized server configuration and supports VMware vSphere 6.5 (or later) for the hypervisor. Server virtualization provides application isolation providing the ability to isolate specific services for ease of diagnostics and hardware resource management.

1.4.1 PremierOne High Availability Architecture

PremierOne is architected to have no single point of failure. Its software design is redundant, as database replication occurs across multiple servers. The system is built on industry standard components from Microsoft .NET architecture using Microsoft Windows and Microsoft SQL Server and other vendors.

The combined software, hardware and IT network architecture is designed to provide an integrated high-availability system at each site. Redundant software and hardware components are the basis of

the high-availability system design. Redundant network paths are used throughout the system configuration.

Multiple application servers support the application service layer and utilize load balancing to manage the load across the servers. RAID storage configurations provide redundancy and recovery within the storage components, and dual power supplies and circuits are used to ensure power redundancy.

Application, database and Application Delivery Controllers (ADC) failovers operate independent of one another within PremierOne. This means the failure of one component does not require the other components to fail over.

PremierOne's active monitoring identifies problems and failures before they occur. For example, low disk space or high processor utilization will trigger an alert to be sent, to notify the recipient of any possible problems or future failure before it affects the system. In the event of a service or component failure, PremierOne will stop using the failed service or component instance and automatically shift over to the secondary service or component instance without impacting operations.

The following depicts the fault tolerant components of the system.

Table 1-26 - Fault Tolerant Software Components

Component
☒ Multiple F5 ADCs to provide load balanced network traffic to the application services ☒ PremierOne monitors active services and restarts them as necessary. ☒ In the case of a server failure, the node is disabled transferring the load to the remaining nodes in the cluster.
Replicated databases on different servers. Servers are replicated in a cluster set. ☒ SQL Server AlwaysOn provides redundancy and automatic failover. ☒ In case of a database server failure, there is no user intervention required. Secondary database becomes the active database without administrator intervention and continues processing transactions within the data center.
Fault tolerant networking components throughout the entire stack, the use of Link Aggregation Groups between network nodes and multipath configuration such that no single cable, port or device can interrupt system operation.
PremierOne System Manager monitoring: ☒ CAD application ☒ Records application ☒ Application Delivery Controller cluster ☒ Database status ☒ Disk space ☒ Windows Performance Counters

The backup service (backup library and backup software), the Report Data Warehouse (ad hoc reporting services), and the Test/Training environments are not designed to meet the same high availability requirements as the production application and database servers. Reporting services and test/training environment(s) are not considered critical and therefore are not redundant in the configuration.

The system design provides a single limited use environment for use in a non-production mode that can be used as a test or training environment. Due to architectural restrictions of the system, 3rd party

vendors, and the Consortium's environment, the limited use environment does not include the interfaces configured for use in the production environment.

Environment Summary:

- 1 Production Environment
- 1 Limited Use Environment for Test or Training

1.4.2 Microsoft Active Directory Service

The system provides directory services to support the secure management and operations of the system through an isolated Microsoft Active Directory (AD) environment. The servers provided with the system contain computer accounts in this AD tree. Service and Administrator user accounts and groups will be set up in the isolated Active Directory with the appropriate group memberships set.

In order to facilitate ease of user account management, the system can use the Consortium's AD environment for authentication. Once the user account is built in the system provisioning, it can then use LDAP to query the Consortium's environment for the account authentication. By using this configuration, the Consortium can enforce password policy, retention, and complexity requirements across the enterprise with a user having a singular identity.

Motorola will provide a one-way forest trust from the system local domain to the Consortium's Active Directory environment. The trust provides users with Domain Administrator privileges on the Consortium's AD instance to access and administer the system environment while preserving authentication and logon information. Motorola recommends that this trust be non-transitive in nature. Motorola does not recommend a two-way trust, as none of the system service accounts need authentication or resources on the Consortium's network.

The system's Active Directory schema is for servers and services. Active Directory user authentication (if desired) will be against the Consortium's Active Directory schema.

1.4.2.1 Name Resolution

The system provides host name resolution through an Active Directory Integrated Domain Name Service (DNS). In order for computers residing outside of the system's network to communicate with the system, the Consortium must configure their DNS servers to forward their computer's name resolution requests to the system's DNS servers. This will allow devices on the Consortium network to find systems within the system's environment.

For tighter integration, the Consortium, working with Motorola, must configure their DNS servers to allow name resolution requests from within their networks to be processed.

1.4.3 Common Services

Common Services provides system administrators the flexibility to manage internal services throughout the platform from a single point. The system's Common Services include GIS, System Security, Reporting, and the system tools for provisioning.

1.4.3.1 Geographic Information System (GIS)

Geo-spatial data is uploaded to the system through tools implemented within Esri ArcGIS. Address validation data is maintained in redundant Microsoft SQL Server geodatabases that store locations and boundaries both spatially and in optimized search tables. Esri ArcGIS Servers provide routing and ETA calculations using the Network Analyst extension. Client maps are displayed using Esri ArcGIS Engine.

- The system uses GIS for display, location validation, and unit recommendation. The system's tools made available for ArcTool box, provides the ability to load local data manually or through an automated model.
- The system's Response Boundary Data Import Tool imports and aggregates boundaries in multiple layers into a single spatial table within the geodatabase for support of multi-agency / multi-jurisdictional scenarios. GIS data is a required key component of a system deployment. GIS provides the mechanism for location validation and recommendation for response.
- A system conformant and geographically accurate GIS data is required for the proper operation of the system. It is the Consortium's responsibility to provide complete and accurate GIS data that conforms to the PremierOne GIS Data Requirements as noted in Section 5 for use in PremierOne. Each agency being added to the system must have their geographic coverage included in the geodatabase imported into the system.
- The use of remote and/or Esri Online services is not supported. Motorola is not responsible for map availability or any degradation of client performance caused by the use of third party hosted internet map services; as these services are outside the domain of the system infrastructure and are not managed by Motorola. The system is a mission critical application that must control the import/access of the GIS data.

1.4.3.2 System Security

The system is deployed within its own Microsoft Active Directory (AD) domain in its own local area network. Active Directory Domain Controllers authenticate and authorize users to perform actions within the domain making sure authorized users have appropriate access to data and services. The system user provisioning environment can be setup to query your AD environment (using LDAP) allowing for a single point of user and password management across all applications.

The system network contains multiple virtual local area networks that are used to secure and segment traffic for purposes of user access as well as data storage and replication. system architecture resides behind dual redundant firewalls to protect the system network from unauthorized intrusion and security threats. These firewalls are provisioned in a high availability configuration so if either of the two fails, traffic and security will remain intact across the other.

1.4.3.3 Query Services

PremierOne allows users to submit requests for information to external databases. These external queries can involve local agencies and also state and federal agencies. External databases all have their own data formats and respond to submitted queries with one or more responses.

PremierOne also allows the users to build queries against a local database. Customers now have the option to enter a SQL statement during query provisioning that can be run against the local database. If a query is configured for submission to both a state interface and a local database, state queries will continue to be passed to the existing CommSys interface, while the local database query will run through the custom SQL statement provided by the Consortium.

1.4.3.4 Microsoft Reporting Services

PremierOne uses Microsoft SQL Server 2017 Reporting Services (SSRS) for reporting purposes. SQL Server 2017 Reporting Services is a server-based reporting platform that is used to create and manage tabular, matrix, graphical, dashboards, and free form reports that contain data from relational and multidimensional data sources. The reports can be viewed and managed via a browser.

1.5 CJIS and Compliance

At Motorola Solutions we believe compliance is a team effort. As our customers' partner in compliance, we are committed to employing privacy and security protocols that enable our customers to comply with the most stringent legal and regulatory requirements. In addition, we build on a strong foundation with an architecture (both Azure and on premise) designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

System services are designed to use FIPS certified technologies to protect data at rest and in transit. PremierOne services utilize FIPS compliant Transport Layer Security (TLS) 1.2 protocol with AES 256-bit message encryption to establish secure communication with PremierOne Records and Records Mobile Clients.

Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of customer data, comprehensive third party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports will be available in early 2021. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) will be available in mid-2021. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations have been completed.

Motorola Solutions understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola Solutions designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers' through administering and coordinating CJIS compliant personnel credentialing, providing documentation assistance in connection with CJIS audits and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

1.6 System Platform and Components

The following sections describe the PremierOne Hardware.

Note: It is the responsibility of the Customer to provide any specialized hardware and installation to ensure compliance with any local, State or Federal natural disaster safety regulations.

System Servers

The system hardware consists of HPe servers as physical hosts.

Host servers are HPe DL360c Gen10 servers configured with:

- Dual 12-Core Intel® Xeon® Gold 6146 processor, running at 3.2 GHz, with a 25 MB L3 Cache
- Each server also contains direct attached storage in the form of two 8 GB micro SD hard drives with Smart Array controllers in a RAID configuration
- Four (4) - 10 Gigabit network ports
- Each server is configured with 384 GB RAM

The Monitor server is HPe DL360c Gen10 server configured with:

- Single 10-Core Intel® XeonS® 4114 processor, running at 2.2 GHz, with a 13.75 MB L3 Cache
- Each server also contains direct attached storage in the form of five 1.2 TB 10,000 RPM SAS hard drives with Smart Array controllers in a RAID configuration
- Four (4) – 1 Gigabit network ports
- Each server is configured with 128 GB RAM.
- SolarWinds Network Performance Monitor and Traffic Analyzer Module.

1.6.1 System Storage and Backup

The system's Backup and Recovery subsystem includes online storage and a means to back up the system offline through Nimble Storage and HPe StoreOnce disk arrays. Our system design provides storage area arrays that are utilized by the host servers for storage and for online backups with near real-time data recovery.

Nimble Storage

The Nimble Storage AF20 All Flash storage delivers sub-millisecond response times, making the AF20 ideal for mixed or mainstream workloads requiring high performance. The AF20 can scale from 13 TB to over 1.9 PB of effective capacity. The AF20 can be non-disruptively scaled-up all the way to over 2.3 PB of effective capacity. Performance can be scaled independently of capacity to flexibly match workload and capacity requirements. Adaptive Flash arrays automatically optimize for capacity and performance, while allowing you to change the service level of any volume.

The Nimble Storage AF Series SAN provides 46 TB of all flash RAW storage.

HPe StoreOnce Backup

The system includes an HPe StoreOnce Enterprise-class Backup and Recovery system. This system uses backup to disk and data deduplication techniques to enable high-speed backup of Big Data sets. The HPe StoreOnce is controlled by an application server running HPe Data Protector software for the purposes of application and database server backup and recovery. In addition, this backup system provides mechanisms for data encryption for offsite storage as needed. Best Practices and Motorola recommendation are to locate this device in an alternative geo-diverse location from the system.

1.6.2 PremierOne Network and Management Components

FortiGate Network Devices

Component isolation provides reliability, availability and performance. The system is based on FortiGate devices to provide the perimeter network router, firewall and Virtual LAN (VLAN) configurations for the PremierOne system. The Consortium needs to supply four (4) 1GB Lan connections per FortiGate; with a total of eight (8) 1GB connections.

Extreme Networks Extreme Switching

The ExtremeXOS modular operating system supports intelligent Layer 2 switching, Layer 3 IPv4/IPv6 routing, as well as role-based policy capabilities.

The ExtremeSwitching X620 is a compact 10 GB Ethernet switch designed for 10GB edge applications. The family includes 10-port and 16-port 10 Gbe versions – all in a small 1RU form factor – ideal for high-performance workgroups requiring 10GB connectivity to servers, storage and clients.

The ExtremeSwitching X460 is a compact 10/100/1000 MB Ethernet switch. This switch is included to provide network connectivity to non 10GB activities.

F5 BigIP Application Delivery Controllers

The system consists of a virtual Application Delivery Controllers (ADC) for the system. These are purpose built appliances that reside outside of the application servers that present a “virtual server” address to the outside world. Upon user connection, these appliances will forward the connection to the most appropriate real server using bi-directional network address translation (NAT).

SolarWinds System/Network Management Tools

The system consists of a dedicated virtual server to host an instance of the SolarWinds management tools. SolarWinds is set up to monitor and log traffic flow data through the FortiGate firewalls and load balancers through the server side network interface cards. Additionally, it monitors and logs CPU and memory utilization on the switches and firewalls as well as the hardware layer for the server hosts in the system. As part of the firewall, monitoring it also indirectly monitors the WAN link for replication. This data provides the Motorola support teams with the information necessary to support the system and provide historical measurements of system performance.

1.7 TCP/IP Network and Data Center Requirements

1.7.1 Customer Network Requirements

Motorola's system requires TCP/IP protocol for connectivity. All servers and workstations will connect to the Consortium's existing network. The Consortium will provide access to facilities and a dedicated resource knowledgeable on the Consortium's WAN/LAN.

The Consortium will supply IP addresses and a mechanism for maintaining IP persistence. Desktop, Mobile, and Handheld clients require a persistent IP address from the time the application is opened to the time the application is closed.

PremierOne System CAD Client Network Requirements

The system is dependent on the Consortium's LAN for client workstation performance. The recommended built-to bandwidth is 2.0 Mbps per workstation. Peak load events (e.g. login) require higher bandwidth and higher bandwidth will generally be required for sites with higher quantities of users and greater data intensive operations such as complex map annotation sets and map manipulation if the data resides on the server. The bandwidth recommendations account for the operation of the LAN client to "not exceed the values" with the map data being stored locally on the client workstation. Additional bandwidth will be required for the transfer of large multimedia files, premise hazard data files and other large attachments.

Network latency plays a key role in the responsiveness of CAD client operations. The system is designed for optimal use on a local network environment where latency is very low. It is important that efforts be made to provide the lowest latency possible between the system CAD servers and each CAD client. PremierOne requires latency of no greater than 8ms round-trip from the client to the servers and back.

PremierOne CAD Mobile and Records Mobile Client Network Requirements

Both CAD Mobile and Records Mobile's functionality is designed for 3G and 4G networks. 3G network connectivity is required but 4G connectivity is highly recommended.

The Consortium will need to provide 3G/4G wireless network infrastructure and connectivity with routing between the Mobile clients and both the primary and, as applicable, at secondary disaster recovery sites. Mobile workstations require a persistent IP address from the time the application is opened to the time the application is closed. A persistent IP address can be accommodated in many ways including static IP, DHCP reservation, permanent DHCP lease, or with middleware such as RadioIP and NetMotion. The Consortium will need to supply IP addresses for Mobile clients.

PremierOne Records Client Network Requirements

PremierOne Records is dependent on the Consortium's LAN for client workstation performance. The estimated bandwidth requirements between server and a records client can vary based on the activity of the user. It is when documents are being requested or submitted and searches are being performed, is when network bandwidth is required. During data entry, network requirements are minimal. Peak load events (e.g. login) require higher bandwidth and higher bandwidth will generally be required for sites with higher quantities of users and higher frequency data intensive operations including image display.

PremierOne Records Mobile Client Network Requirements

PremierOne Records Mobile's is designed for 3G and 4G networks. 3G network connectivity is required and 4G connectivity is highly recommended. The Consortium will need to provide 3G/4G wireless network infrastructure and connectivity with routing between the Mobile. Mobile workstations require a persistent IP address from the time the application is opened to the time the application is closed. A persistent IP address can be accommodated in many ways including static IP, DHCP reservation, permanent DHCP lease, or with middleware such as RadioIP and NetMotion. The Consortium will need to supply IP addresses for Mobile clients.

Motorola encourages the Consortium to test and evaluate the level of service being provided by their carriers on a regular basis. This is to validate mobile applications will be not affected by provider changes.

CommandCentral Aware Network Requirements

Motorola Solutions will work with the Consortium IT personnel to verify that connectivity meets requirements. League City will provide the following network components for CommandCentral Aware.

Network Physical Requirements

- Three static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Server.
- One network port for each VMS server.
- One network port for each VMS analytics appliance.

Network Bandwidth Requirements

- Provide network ports that are 1GB capable and network routable.
- Minimum bandwidth needed between the Cloud Anchor Server and the CommandCentral Aware platform is 1.1 Mbps.

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

CommandCentral Aware Design Limitations

- A maximum of 3000 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 5000 radios per server.

1.7.2 Customer Data Center Requirements

The environmental data center requirements stated in the following sections must be satisfied in order to support the system installation. The requirements specify what the Consortium must perform, provide, or ensure in order to prepare for and aid with the system deployment.

Included in the requirements are various considerations for the servers and supplemental equipment, power and network connectivity, access to various information and resources, and compliance with laws and specifications.

Power Requirements and Heat Output

The following tables provide representative examples of the power utilization, heat output, and the temperature ranges for the various components of the system and the electrical circuits needed by the overall system. It is important to note that these numbers represent an estimate only. This table will be updated once the hardware list has been finalized.

Table 1-27 - Power Requirements and Heat Output

Component	Max Total Power (Watts)	Total Heat Generation (BTU/hr.)
System Rack	4910	13539

Cooling airflow through each server rack enclosure is front-to-back. Because of high heat densities and hot spots, the Consortium must ensure that an accurate assessment of airflow into and out of the server equipment has been performed. This is essential for reliable server operation. Airflow assessment is not within the scope of Motorola responsibility.

Table 1-28 - Temperature and Humidity Ranges

Specification	Operating
Temperature Range	50°F to 95°F
Relative Humidity Range	20% to 80% (non-condensing)

Circuit Requirements

The system racks require a specific type of connector due to the type of equipment housed in each rack. The power circuit requirements for each system server rack are contained in the table below.

Table 1-29 - PremierOne Server Rack Circuit Requirements (Per Rack)

Voltage (VAC)	Dedicated Branch Circuit rating (A)	Quantity	Line Cord
208	30	3	NEMA L6-30P

1.7.3 Customer-Provided Workstation Specifications

Workstation specifications are representative of workstations used in the testing of the latest release of system software and do not take into account any other applications.

Future releases of the system may dictate changes to the workstation specifications. Each agency should consider their own technology replacement lifecycles and policies for specific purchase decisions.

1.7.3.1 PremierOne CAD Recommended Specifications

Table 1-30 - PremierOne CAD Workstation Recommended Specifications

Component	Description
Processor	3.5 GHz Processor Intel® Xeon® (E5-1620 v4 or similar)
RAM Memory	16 GB or more of memory (Although not needed for the PremierOne client, inclusion of additional memory (example, 16GB) in new workstation purchases is common for future capacity.)
Available Disk Space	20 GB available disk space; solid state drive (SSD) required for optimal performance

Component	Description
Operating System	Windows 10 Professional higher (64-bit recommended)
Network Interface Card	100 Mb or faster (Gigabit recommended) Ethernet network adapter - Note that network latency will impact system performance.
Display	Three (3) – 1024 x 768+ pixel, 16+ bit color displays
Keyboard	QWERTY Keyboard with 12 function keys
Graphics Adaptor	Graphics adapter with at least 512 MB RAM per monitor, 24-bit capable graphics accelerator, OpenGL v2.0 runtime or higher. Latest available drivers. Shader Model 3.0 or higher is recommended
Network Bandwidth	2 Mbps network bandwidth (to server) with 8 ms or less round-trip latency
Additional Applications	Adobe PDF reader (for help files) SQL Server Express 2017 CU level supporting TLS 1.2 is required. ArcGIS Engine 10.6.1 (included with PremierOne CAD client software)

The following are required .net Framework versions that need to be installed in the workstations:

- Microsoft .Net Framework v4.8

1.7.3.2 PremierOne Mobile and Records Mobile Workstation Recommended Specifications

Table 1-31 - PremierOne Mobile CAD Workstation Recommended Specifications

Component	Description
Device	Modern “business grade” or “ruggedized” Windows notebook
Processor	Multi-core processor (i5 or higher, 4-thread, 2.6 Ghz +), Intel® Core™ or newer Intel® Series
RAM Memory	16 GB memory
Available Disk Space	20 GB or more available disk space; SSD (Solid State Drive) recommended
Operating System	Windows 10 Professional or higher (64-bit recommended)
Network Interface Card	Wireless communications minimum 3G network, 4G/5G network recommended
Display	One (1) – 1024 x 768+ pixel, 16+ bit color display, 11.6” or larger display. Usage on devices with alternative resolutions and smaller screens should be tested and screen settings optimized. Example: On a 10.1” WUXGA screen, use a resolution of 1280 x 800 and a font size of 125%.
Keyboard	Standard QWERTY keyboard and Touchpad / Point Stick (or equivalent mouse device) Touchscreen Optional
Graphics Adaptor	Discrete graphics card with at least 256 MB of RAMs

The following are required .NET Framework versions that need to be installed in the workstations:

- Microsoft .NET Framework v4.8.

Software Prerequisites for PremierOne Mobile

- .NET Framework 4.8 or higher
- Adobe PDF reader (for help files)
- Microsoft SQL Server Express 2017

Software Prerequisites for PremierOne Mobile Mapping

- ArcGIS Engine 10.6.1 for Classic Map
- Microsoft Visual C++ Redistributable for Visual Studio 2017

1.7.3.3 PremierOne Records Workstation Recommended Specifications

Table 1-32 -PremierOne Records Workstation Recommended Specifications

Component	Description
Processor	Intel® Dual Core (2.8 GHz)
RAM Memory	16 GB memory
Display	1024 X 768 or higher pixel, 16+ bit color display
Keyboard-Mouse	QWERTY Keyboard

The following are required .NET Framework versions that need to be installed in the workstations:

- Microsoft .NET Framework v4.8.

1.7.3.4 CommandCentral Aware Workstation Recommended Specifications for League City

Component	Description
Processor	Intel Xeon 6136 @3.0 GHz (12 cores).
RAM Memory	32 GB memory Minimum
Available Disk Space	One NVMe 512G SSD.
Operating System	Windows 7 Professional or Windows 10 Professional.
Network Interface Card	1 Gb port NIC.
Graphics Card	NVIDIA Quadro P2000.
Monitor	27-inch Narrow Bezel IPS Display, 2560X1440.

1.8 Technical Considerations and Design Requirements

Network and Environment Requirements referred to in this section are those requirements found in TCP/IP Network and Data Center Requirements sections of this document. Motorola is not responsible for the level of service, bandwidth and coverage a wireless network carrier provides.

The server hardware will be set up and staged at a Motorola staging facility where the system will be configured using Motorola's IP schema using the firewalls for address translation to the Consortium's network.

The hardware and licensing identified in this system may be subject to change. As technology continues to advance, Motorola may take advantage of new and different offerings for the betterment of the Consortium. Any changes will be reviewed with the Consortium.

1.8.1 Consortium Responsibilities:

1. Supply hardware, operating system software, third party components and other elements of the system not specifically identified as being provided by Motorola.
2. Supply Windows Server Client Access Licenses (CALs) for all system client devices accessing CAD and Mobile.
3. Supply Mobile Device Management (MDM) software for Mobile devices, as desired by the Consortium.
4. Provide a single geodatabase data including any preparation and/or editing, if necessary, to meet PremierOne GIS Build Requirements for the purpose of address validation.
5. Provide CAD visual map files in MPK or MXD and GDB format.
6. Supply the Esri ArcGIS Desktop and Network Analyst extension software required for editing of GIS data as described in Table 1-3 - Ancillary Components.
7. Provide Mobile symbology maps with locator and routing features in MMPK format for Universal Map support. Additionally, provide a separate MMPK with night mode symbology, if required.
8. Supply the Esri ArcGIS Desktop and Network Analyst extension software required for editing of GIS data.
9. Provide wireless connectivity and middleware to deliver mobile Virtual Private Network (mVPN) with routing and IP persistence to the system network. Optimal system application performance on mobile workstations requires 4G connectivity.
10. Provide advanced authentication for Mobile/Handheld device connectivity if required by the Consortium.
11. Provide a site adhering to the Data Center Requirements for the installation, housing, operation, and maintenance of all equipment. The space provided must be able to contain the entire rack dimensions as specified in Data Center Requirements.
12. Provide power connectivity (power receptacles, and any other receptacles required within manufacturer recommended cable run lengths of the equipment and all supplemental components), power distribution units, and power to the system in the designated installation location. The anticipated quantity and type of connectivity as well as the power draw of the system have been identified in Data Center Requirements. The final system specifications will be provided during deployment as part of the hardware ordering process.
13. Provide active cooling and humidity control for the designated installation location. The cooling requirements and the operating temperature range of the system have been identified in Data Center Requirements. The final system specifications will be provided during deployment as part of the hardware ordering process.
14. Provide network connectivity to clients as specified in the Network Requirements. Motorola has included network hardware for the system server architecture. Networking hardware for the connectivity outside the system LAN must be provided by the Consortium.
15. Provide a network diagram depicting all the devices, device types, and interfaces that the system will connect to and through, including, but not limited to all blocked ports, hubs, switches, routers, firewalls, and any other network equipment.

16. Provide IP addresses on the Consortium's network for the system servers and third-party application servers. All server names and IP addresses behind Motorola Firewalls cannot be changed
17. Provide external interface connection demarcation points at locations agreed to by Motorola. These locations shall normally be adjacent to the PremierOne equipment rack.
18. Provide access, administrative or otherwise, to appropriate systems, locations, information, tools, and equipment to ensure proper connectivity, installation, operations, and maintenance of the system.
19. Provide 24-hour access to a secured two-way Internet connection to the system firewalls for the purposes of deployment, maintenance, and monitoring.
20. Provide for outbound Internet connectivity initialized by system Servers.
21. Provide proxy friendly outbound Internet connectivity initialized by PremierOne Servers for the purposes of sending encrypted SMTP SCOM messages to Motorola support.
22. The Motorola delivery model is reliant upon our ability to perform some tasks remotely, which requires secure, remote broadband access for remote deployment, monitoring, and support of the system. Consortium-provided high-speed internet access with a minimum of 10 Mbps is required at the time of project kickoff and must remain available to Motorola throughout warranty and support periods to accommodate remote support of the system. In the event that dedicated links are required, a minimum of 7.5 Mbps upload and download access is required. It is the Consortium's responsibility to ensure that the aforementioned capacity is available. In the event remote broadband access is not available to Motorola preventing us from delivering the contracted service remotely, Motorola will provide service on-site at additional cost. The additional cost will be presented to the Consortium via the change provision of the contract prior to the delivery of the on-site service.
23. Provide three (3) NTP timing sources available to the system servers.
24. Provide, install, maintain, and service any software required for anti-viral, anti-malware protection on the system. If the software requires connectivity to a central server for maintenance and updates, the connectivity including ports and access needs to be provided.
25. Provide clean printed copies of blank forms. The creation of printed forms and reports has been quoted assuming clean, printed copies of blank forms and reports are available. If forms and reports are not provided in a format that can be scanned to produce an acceptable printed copy, additional services may be required resulting in additional charges that are the responsibility of the Consortium
26. PremierOne will be deployed in its standard configuration environment, including isolated Active Directory, PremierOne standard host naming and PremierOne standard IP schema.

1.8.2 CommandCentral Aware Technical Discovery Requirements

In order to prevent delay in the implementation, League City must provide the information required in the table below at the time of Project Kickoff for each interface/integrated system.

Table 1-35 - Aware Technical Discovery Requirements

	Customer Provided	Motorola Confirmed
Additional Information for Virtual Machine (VM) Access		
Remote access to Cloud Anchor Server		

	Customer Provided	Motorola Confirmed
Data Interface VM requirements		
Video Interface VM requirements		
Interfaces (Required for each Interface)		
Manufacturer and Current Software Version		
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data format		
Provide Data Frequency (Peak & average events & content)		
Provide Operational aspects (data latency, key fields/information, # inputs)		
Data path factors (bandwidth, NAT, latency, jitter)		
Additional VMS Interface Requirements		
Number of Cameras connected to each VMS		
VMS Archive and Archiver to Aware Client		
Provide GPS Coordinates for each camera		
Integration		
Customer IP Network layout (Traffic segmentation, NAT required?)		
Active Directory and Email policies		
Customer Third-Party IP Network Connections (Schools, Fire, Traffic)		
Remote Access Policy/Procedures		
Who owns/maintains each Customer network/firewalls?		
Additional Information Required for Integration with CAD & ALPR Systems		
Data delivery latency rate		
Data interface type		
Fileshare/Dump		
Webservices		
SOAP/REST		
SQL Extraction		
Database IP Address, Login Credentials, DB Version		
Data volume (calls per service, peak event rates)		
Data Fields		
CAD event Geolocation data availability		
AVL/ARL data available?		
Event Types		

	Customer Provided	Motorola Confirmed
• Icons		
• Others(?)		
Additional Information Required for Integration with Streaming Servers		
Mobile data terminal types:		
• Manufacturer		
• OS version		
• Wireless Access		
• VPN Connectivity to Core?		
• Validate Data Ingestion (may require system expansion**)		

1.9 Application Descriptions

The following sections provide brief descriptions of PremierOne CAD, Mobile and other system applications.

The system is a Commercially Off the Shelf (COTS) product. As such, no software development to the application framework is provided.

1.9.1 PremierOne CAD

Motorola has designed PremierOne CAD to be the central convergence point for communications from multiple sources and systems, mission-critical information and resource management.

The user interface offers quick access to information via a location-based, Esri standard GIS map. Users perform commands and functions using a mouse, command lines, function keys, shortcuts, or user definable right click menus. The GPS-aided resource management tool displays the location and identity of GPS equipped vehicles or devices enabling a coordinated response while further supporting officer safety.

In PremierOne CAD, ARL, if purchased, could be used in recommendations to track the location of emergency vehicles to determine their present location when requiring units to respond to an incident. By adding ARL recommendations to PremierOne CAD, PremierOne CAD can make recommendations based on the actual location of units rather than recommending units solely based on jurisdictional assignment.

Users can create incidents from public telephone calls, from information received from an officer or from another public safety agency, or through an alarm interface. Once the user enters basic details of the incident into the system, users may dispatch field personnel to handle the incident. Users may update incidents with additional details such as information about the handling of the incident. Once the user has completed the incident in an appropriate fashion, the user then can close the incident.

Field personnel may use PremierOne CAD to retrieve details about incidents or to make incident updates. Additionally, supervisory personnel may use the PremierOne CAD to monitor the operations of the communications center, the handling of incidents and field unit statistics.

PremierOne CAD functions as a standalone product but also seamlessly integrates with Motorola's PremierOne Mobile application. PremierOne CAD may also be integrated with other Motorola and third-party systems.

1.9.1.1 PremierOne CAD Concepts

User Input

Users may operate PremierOne CAD either with or without a mouse. While all commands and actions within the application can be accessed with the mouse, users also may drive PremierOne CAD almost exclusively from the keyboard. A few PremierOne CAD functions, such as selecting units from a map, must be performed with a mouse.

Work and Status Monitors

Users perform the majority of actions within PremierOne CAD's work monitor. Status monitors present summary information about incidents or units. A user may have one or more status monitor windows available at the workstation.

Security and Roles

PremierOne CAD recognizes authorized users and provides access to individually authorized functions at the time of sign-on. To facilitate these responsibilities, access rights and permissions are associated with the various functions available within PremierOne CAD. A role is a set of specified privileges which provide access to data, commands, forms, devices, and functions. Each user and device is assigned to one or more of the default of customer created roles.

Units, Incidents and Dispatching

A unit within PremierOne CAD represents the resources which are dispatched or monitored by the communications center personnel. All units in the system are identified with a unit id which is typically the radio call sign for the unit. Users can initiate incidents from the command line or from the incident initiation form. The system provides a user with four methods to begin the incident dispatching process. These four methods include:

- Dispatch incident function key
- Incident dispatch command
- Dispatch form
- Drag and drop feature within status monitors and map.

Incident Management

In addition to initiating and dispatching incidents, users can manage existing incidents through the various incident management features of PremierOne CAD:

- Updating existing incident information
- Associating incidents
- Disassociating incidents

- Cloning incidents
- Closing incidents
- Reopening incidents
- Displaying a summary list of incidents
- Searching for incidents

Unit Management

Users have the ability to monitor and maintain the current activities for each unit through the various unit management features:

- View and update unit assignment data
- Make unit status changes
- Manipulate a unit's call stack
- Transfer units
- View a unit's history
- Move units from one station or area to another station or area
- View the current activities for a unit
- Assign crews
- Clear units from an incident
- Manipulate units that are assigned to incidents
- Move resources to cover depleted stations or areas
- PremierOne CAD can alter a unit's capabilities based on the personnel assigned to that unit.

Federal, State and Local Queries

PremierOne allows users to submit requests for information to external databases. These external queries can involve local agencies and also state and federal agencies. External databases all have their own data formats and respond to submitted queries with one or more responses.

Maps

PremierOne mapping utilizes products from Environmental Systems Research Institute (Esri) for geo-processing. The display of maps is an integrated component within PremierOne. The map may be configured to automatically display when the user signs on to the workstation. A number of commands and functions allow the user to manipulate the map and make updates in response to user actions. The map may be configured to display an icon at this location to assist the call taker in determining the location at which an emergency response is required. The system also attempts to find the nearest address/common place to the caller coordinates

Mail & Messaging Services

The mail and messaging functionalities of PremierOne CAD allow users to exchange and distribute electronic mail and messages within the dispatch center and to units equipped with MDTs

1.9.2 PremierOne Mobile with Mobile Mapping

PremierOne Mobile provides public safety personnel the ability to assess and prepare for a situation while en route to the scene. Users access information via screen configurations that provide navigation throughout the PremierOne Mobile application.

PremierOne Mobile - Available Clients:	Windows	Android	iOS
Operating System	Windows 8.1+	Android 8.0+	iOS 10 - 13
Cloud Enabled	•	•	•
Silent Dispatch	•	•	•
Incident & Unit Management	•	•	•
Real-Time Status Monitors	7	5	5
Field Initiation for Traffic Stops & Other Incidents	•	•	•
Database Querying	•	•	•
BOLOs	•	•	• Query Only
Responder and Unit Location Tracking	•	•	•
Premise & Hazard Details with Images	•	•	•
Geofencing with Entry & Exit Alerts	•	•	•
4G & LTE Network Capability	•	•	•
CJIS Security Support with FIPS 140-2 Encryption & Auditing	•	•	•
Barcode Scan	•	•	•
Voice Entry for Comments		•	•
Actionable URL in Comments		•	•
Messaging	•	•	
Advanced Mapping, BOLOs, Premise & Hazards	•		
Advanced Configurations	•		

The integrated map provides the user the ability to display call location, drive directions, premise hazards and the location of other units. PremierOne Mobile leverages the same common map platform used in PremierOne CAD, which is managed and provisioned from a centralized location and deployed to all systems remotely.

PremierOne Mobile obtains location information from a collocated GPS receiver. The PremierOne Mobile Windows Client It supports either the Trimble ASCII Interface Protocol (TAIP) or National Marine Electronics Association (NMEA) standard. The PremierOne Mobile client application can send its location to PremierOne CAD via a cellular data modem. The vehicle location information is used by PremierOne CAD to support location dependent features including: Mapping, Track-It, Follow-It, and Recommendations.

1.9.3 PremierOne Records

PremierOne Records is Motorola's next generation law enforcement records management system. Based on over 30 years of industry RMS experience, PremierOne Records is a fourth generation product that was designed from the ground up with the current and future needs of public safety agencies in mind. Not only does the system leverage the experience gained from decades of public safety experience, it utilizes the latest graphical user interface design and development techniques.

PremierOne Records is built on true service oriented architecture, not simply a legacy product with services added as an afterthought.

Another fundamental goal of PremierOne Records is to provide the greatest level of flexibility. Working with the Advanced Configuration Tool of PremierOne Records allows agencies to add and hide fields, change field labels, make fields required, alter output format, and determine the information that is made available to users and roles.

1.9.3.1 PremierOne Records Concepts:

Records Clients

PremierOne Records provides the same functionality, fields, data, and security to both the officer in the field using a Records Mobile Client and the records bureau user accessing the system through a LAN-connected desktop computer.

- **Standard Client** – Used for workstations which are connected to the network, such as those on a LAN or WLAN. This self-updating client can be launched from a web browser and can be run without a local installation, thus reducing installation and maintenance costs.
- **Records Mobile Client** – Used in situations where network connectivity is not assured or nonexistent, such as with mobile units on a wireless network for field based reporting (FBR). Over the wire update and caching services assure that all clients are kept up to date with application updates, changes to forms, code tables, etc., reducing maintenance costs.

Navigation

PremierOne Records was designed with a physical law records department in mind. Users can find information in PremierOne Records in the same areas where you would expect to find them physically in your department. PremierOne Records provides easy and quick access throughout the application. Users can navigate using familiar point-and-click access to modules, similar to a browser. As with a browser, forward and back keys are provided as well as the ability to open additional tabs, allowing multiple modules to be open at a time.

Records Command Line

A command line window can be opened using a hotkey that allows authorized users to perform typical actions such as add, edit and navigation functions without using the mouse. The command line auto-fills both commands and parameters requiring just a few keystrokes to create a new record or access any record in the system. The Records command line window can be displayed even with the other PremierOne Records windows minimized giving the user a cleaner more efficient client. This is especially important for Records Bureau or other data entry users as they can create or edit records much faster, with fewer keystrokes and mouse clicks. This feature is also available in the Records Mobile client allowing patrol officers and other Mobile users to quickly create records without using a mouse. For paper-based agencies that print and use paper copies of records, the command line can be

combined with a low cost barcode scanner to greatly improve efficiency. A bar code can be printed at the bottom of each document that when scanned immediately retrieves the record with no other user intervention. This feature is especially beneficial for document approval or other manual or automated workflow processing

Motorola Documents

Users perform the majority of data entry within Motorola Documents, a forms tool based on patented technology. This technology leverages decades of experience with law enforcement records management systems and is designed to improve data entry efficiency, accuracy and reduce the learning curve for a new user. Specially designed functionality such as tabs, search while you type, and 'To do' items are all designed to reduce the effort required to fully document each event.

- **Tabs-To facilitate data entry,** tabs combine like data types such as victim, offense, or property. Within each data type, a user may enter as many of that data type as necessary.
- **Required Fields-Within any document in PremierOne Records,** some fields will be required to be filled in before the document can be saved to the database. Required information helps to preserve the integrity of the document as a whole to make it a valid document. Fields may be required based on business rules established by an agency or because the agency requires data to be collected for reporting purposes. The system may also require certain data fields to be completed to assure accurate and complete IBR or UCR submissions.
- **Single select code Fields-Single select code tables** allow users to enter only those codes that have been created for a given field.
- **Search while you type-This functionality** displays only the entries in a list that match the text that you type. Search-as-you-type considers all the words in a phrase, not just the first word at the beginning of the phrase.
- **Multi-select Code Tables-As with single select code tables,** multi-select code tables only allow for the acceptable range of data values to be entered.
- **Pull Forward--You can use Pull Forward** to search for and find existing data, and then pull that data into Motorola Document.
- **To Do List.** Motorola Documents also check to ensure all required fields have been filled out and are valid. If you omit a required field or have incorrect information, an error message will appear in the Help window of the document. These error messages, or the to-do list, are hyperlinks. They bring the cursor directly to the field that requires attention when the form you are currently working in. Documents that are not complete may be saved as a draft, but the data is not present in the database directly.
- **Only display necessary fields.** This feature of Motorola Documents only displays those fields necessary to complete the document. When a user enters data that then requires further information, fields for entering the additional data become available. Until those fields are needed, they remain hidden.
- **Photos – Drag and drop Motorola Document windows** also support drag-and-drop functionality for images.
- **Autosave.** PremierOne Records can be configured to automatically backup or save a document prior to document submission. The document is saved in draft form until it has been submitted.
- **Document Locking-A locking message** displays if another user tries to access a document that is open and locked. Document locks expire when the opened document is closed or after a configured time (default is 12 hours), whichever comes first. Other users attempting to open a

locked document will get a read-only version of the document that displays the document lock message in the lower right corner. Users cannot make edits to the read-only document.

- **Searching** – Free text Searching PremierOne Records provides default basic search and field display functionality as well as advanced search functionality for custom search. Agencies can specify and configure which module data fields are available for searching. Additionally, PremierOne Records has a free text and advanced free text search capability which functions similarly to web text searches; Users can enter a word or phrase in the free text search field and search across the entire data store for records that match the text or phrase.

1.9.4 CommandCentral Capabilities

CommandCentral Capabilities are a collection of cloud-based features available to on-premises PremierOne CAD and Records systems provided at no additional cost. Leveraging the CommandCentral platform, these capabilities enhance performance and improve public safety workflows. These features streamline digital evidence management, provide insight to aid data-driven decision making, and expedite case review and resolution.

The proposed CommandCentral Capabilities include the following features and integrations.

- Cloud Data Backup & Restore
- CAD Viewer
- Pin Mapping
- Records Management
 - Unified Search
 - Consolidated Records View
- Digital Evidence Management
 - Field Response Application
 - Judicial Sharing

Cloud Data Backup and Restore

With a PremierOne deployment, Motorola Solutions' Cloud Data Backup and Restore syncs your agency's records data with the cloud to create a secure and accessible backup.

The cloud provides proven security, reliability, and availability. While this feature only stores the most recent backup in the cloud, there is no limit on the size or frequency of the backup. This provides flexibility for specific scheduling and information management needs. Administrators can schedule the cloud backup.

As a part of your data recovery plan, this feature reduces the need to purchase additional, redundant hardware. This RMS upgrade is a cost-effective option to store and protect against failures.

CAD Viewer

CommandCentral capabilities for CAD augments existing on-premises CAD systems, allowing users to make better decisions from anywhere with secure view access to your agency's CAD information. Users can view this data on any internet-connected device and enable non-traditional users to work from locations that have not previously had access to jurisdictional CAD information. The CAD Viewer provides a view of pending/active incident information, unit information, and mapped location of

incidents and responding units. Users can switch easily from light to dark mode and use pop-out screens to personalize their view.

Pin Mapping

For PremierOne Records deployments, Pin Mapping visualizes geographic crime data and case reports on a map. This map view provides context to crime in a specific area, allowing users to quickly compare incidents and make more informed crime fighting decisions.

Records Management

CommandCentral capabilities include access to records management features. Users can quickly search video, audio, images, and other digital content. The system stores data from various sources in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

CommandCentral Incident Record – View incident data, officer narrative, and digital evidence with one user interface, called the CommandCentral Incident Record. This cloud-based feature combines case-related information from different sources into a streamlined interface. This unified view allows your agency to review critical evidence from a more robust and accurate operating picture. The CommandCentral Incident Record is built from incident details in your records management solution and content from CommandCentral Evidence.

Task Creation and Assignment – View, create, and assign daily tasks or projects as part of the Insights Dashboard. The Insights Dashboard provides curated and actionable insights into your agency's initiatives from across the CommandCentral suite. It gathers items that need attention, review, correction, or completion to help users stay organized and manage operations. This also helps build and close cases faster by tracking progress and assigning ownership to activities. The dashboard promotes collaboration by allowing users to share documents, projects, and success metrics across the agency.

Unified Search – Locate information across all agency records and evidence using a smart, free-text search engine. To access content from a specific incident, users can do a Unified Search or go through PremierOne Records. Users can search incidents by time-frame or specific case number and then view all digital evidence associated with that specific case. This single source offers a user-friendly experience that is easy to navigate and understand and includes the ability to add narratives. The solution also makes review easier by tagging persons and vehicles listed in the narrative. Vehicles listed in the incident report include links to automatic license plate readers in the Vigilant LEARN database (additional subscription required). Product updates are seamless with new capabilities delivered regularly. The cloud also provides proven security, reliability, and availability that keeps personnel prepared for their operations.

Digital Evidence Management

CommandCentral capabilities digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your PremierOne CAD or Records database. Relevant content can be marked and sorted to locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions with an

organized and complete case evidence view. And with the access control system, the application allows authorized personnel to view sensitive information.

The digital evidence management tools streamline content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application links evidence based on the tags and metadata attached to those files. This helps users find additional contextual information on an incident and quickly build cases. Users can search and filter content to locate additional relevant data to link to a case or incident. And they can group or bookmark files within the interface to access evidence items that they frequently reference.

Judicial Sharing

With the Judicial Sharing feature, your agency can use the CommandCentral Incident Record to share a complete evidence package with partners and prosecutors. This keeps your personnel and partners up-to-date on each case and allows them to work from the same information.

Judicial Sharing integrates with the CommandCentral Incident Record, allowing aggregated case-related information to be shared via email. This helps to keep prosecutors up-to-date with a dedicated, streamlined page designed for their needs. It allows judicial partners to access all of the case content shared with them — even from multiple agencies — from one, secure location.

From your agency's view, users can confirm that they received the case package and continue to update the shared package as the case develops. From the case manager, the prosecutor can see when a shared package has been updated. They can search and filter the case packages to locate information and then share the case package with the defense. If your agency has case sharing systems in place with partners, you can leverage your agency's existing investments by downloading content and audit logs to review and share.

Field Response Application

The Field Response Application allows officers to capture images, video, and audio from the field with a simple smartphone application on iOS or Android. This tool provides easy media management and advanced camera controls to help users control what is captured. The application adds metadata and tags, and then gets uploaded to CommandCentral Evidence for immediate use. The application isolates all data from personal data. This ensures other apps cannot access evidence, while providing an uncompromised chain of custody from the moment of capture. This application is a capture source for field personnel, command staff, and supervisors.

1.9.5 PremierOne NG911 Integrated Call Control (ICC)

PremierOne NG9-1-1 Integrated Call Control in CAD provide workflows by enabling call taking functionality with PremierOne CAD in a single Graphic User Interface (GUI). The application handles voice calls. The most common call control functions can be accessed from the NG9-1-1 Call Control GUI or PremierOne CAD command line. The integrated system minimizes keystrokes. Answering a call, creating an incident, dispatching and releasing a call can be accomplished in fewer keystrokes. With full integration of previously disparate data sources, call takers and dispatchers maintain critical focus by accessing 9-1-1 and CAD controls from one application using a single keyboard and mouse.

1.9.5.1 Text-to-9-1-1 Capability

PremierOne NG911 Integrated Call Control text-to-9-1-1 capability combined with Call Controls provides a system for PSAPs to simultaneously answer calls and citizen 911 texts and comply with

emerging standards. This will meet the needs of the agency by seamlessly integrating text-to-9-1-1 capabilities into their PremierOne NG9-1-1 Integrated Call Control and Dispatch systems.

1.9.6 Responder Location

The core features of ASTRO 25 Responder Location are integrated with PremierOne CAD:

- ASTRO 25 Subscriber Responder Location

The Responder Location Feature allows the CAD system to obtain the location of subscriber radios via the ASTRO 25 infrastructure. This capability allows dispatchers and supervisors to monitor the location of personnel who are using ASTRO subscribers. The location update rate is configured on a per Unit Status basis allowing specific location cadences for statuses such as Emergency, In-Route. Location services are enabled on a per subscriber basis allowing agencies to limit its use to portable radios or other specific groups.

Vehicle location can be obtained via Direct GPS or a GPS equipped MDT. These methods use cellular data and can provide a higher location reporting rate than narrow band radio systems.

1.9.6.1 ASTRO Subscriber Requirements

The Responder Location feature requires APX portable or mobile subscribers equipped with a GPS receiver, the current subscriber firmware version, and the Enhanced Data option. XTL/XTS subscribers do not support Enhanced Data and are not recommended for use with Responder Location.

1.9.6.2 ASTRO Infrastructure Requirements

When deploying an ASTRO 25 infrastructure with IMW, the location functionality described with the CAD can be enabled as part of that effort. Services, hardware, and subscriber licensing associated with the implementation and maintenance of ASTRO 25 Responder Location licenses are not included in this proposal and may be provided as part of an ASTRO 25 voice/data communications proposal.

ASTRO systems must be properly equipped and licensed to support data operation. The minimum requirements are ASTRO 7.14 infrastructure with Enhanced Data, IMW 5.x, a GGSN and a Packet Data Gateway for each zone.

The proposed system will utilize the existing ASTRO infrastructure. The current system is currently configured with IMW and Enhanced Data. A capacity study must be performed to determine the system's ability to accommodate Responder Location features.

1.9.6.3 ASTRO System Capacity

ASTRO communication systems utilize narrowband channels to support voice and data communications. The capacity of ASTRO systems, that is, the volume of voice and data traffic they can support, varies with the number of channels in the system and the system architecture (multi-site, simulcast). The ASTRO infrastructure provides two types of packet data bearer service between data enabled subscribers and host applications:

- Integrated Voice & Data (IV&D) is a P25 compliant data service that is integrated with trunked voice services. Trunked data allows data transmission inbound from a data enabled trunked subscriber through the ASTRO Infrastructure to a host application in a connected Customer Enterprise Network.

- Enhanced Data is a data system based on Phase 2 voice signaling. It allows data transmission inbound only, and is primarily used for periodic location update messages. Enhanced Data offers a 12-fold improvement in inbound location reporting capacity over Trunked IV&D. Its use is limited to Motorola APX subscribers.

The Automatic Responder location (ARL) features can utilize an ASTRO system for data transport. The messaging and location reporting parameters configured in PremierOne have a dramatic impact on feature performance and on ASTRO data utilization. It's critical to take the ASTRO system's configuration and capacity into account when configuring these application features.

The table below provides general guidelines for the channel utilization of Enhanced Data channels supporting ASTRO location data only. PremierOne CAD control signaling and other data applications such as, Messaging, OTAP, OTAR, and Radio Management also require data capacity and will increase data channel utilization.

Table 1-37 –Channel Utilization Guidelines

ASTRO Data Systems	Capacity Guidelines (Location updates only)
IV&D Enhanced Data (w/ Header Compression)	150 Users per channel at 30 second location cadence 300 Users per channel at 60 second location cadence 1 channel for IMW Registration per 500 Users

During system deployment Motorola will perform a detailed capacity analysis prior to finalizing the CAD Messaging and Responder Location feature configurations. Motorola's Hydra coverage analysis tool allows the system engineer to assess both the system's RF coverage and its voice and data utilization. All potential data sources will be analyzed including Radio Management, OTAP, OTAR, text messaging, and PremierOne. The analysis process will accurately determine the volume of Messaging and Responder Location data that the ASTRO system can support.

1.9.6.4 ASTRO Location Accuracy

There are a number of factors that impact the accuracy of ASTRO location updates. Some are a fundamental aspect of the Global Positioning System design such as the need to "see" satellites. Others are a result of the ASTRO system implementation and configuration settings. These settings can be adjusted for a specific implementation, but always involve a trade-off between competing system characteristics.

GPS Signal Availability

The ASTRO subscriber's GPS antenna must be able to receive GPS signals from five or more satellites to accurately derive a location. Operation in buildings, tunnels, urban canyons, or densely forested areas can reduce GPS location accuracy or prevent the subscriber from determining its location altogether.

Temporary Signal Loss

ASTRO subscribers cache their last known location. In the event that an ASTRO subscriber loses GPS fix, it will send its last known location in response to a location query or scheduled location update. The subscriber will send its last known location for up to 100 seconds after losing GPS fix. The accuracy of the location updates sent during temporary signal loss is a function of the subscriber speed.

GPS Acquisition Time

When ASTRO subscribers are powered on they require a finite amount of time to accurately establish their location. This is referred to as Time to First Fix (TTFF). In the Cold Start scenario, a subscriber is turned on after a prolonged period of time and does not have an accurate estimate of its position or time. TTFF in this case is <60 seconds 95% of the time. In a Warm Start scenario, the subscriber is turned on and has an accurate location and time estimate. TTFF in this case is <10 seconds 95% of the time. This can result in a delay between subscriber power up and the first accurate location update. For example, if an officer turns on a portable radio when exiting the vehicle, the Responder Location CAD feature may not receive an accurate location update for over a minute.

GPS Sleep Cycle

APX subscribers use a sleep cycle to conserve battery life when GPS signal lock cannot be achieved. When the GPS receiver enters sleep cycle it powers down for 90 seconds then wakes and searches for GPS signal lock for 180 seconds. If it is able to achieve GPS signal lock it will remain awake, otherwise it will return to sleep for another 90 seconds. This behavior can result in a delay between the time when a subscriber moves into a location with GPS signal (e.g. goes outside) and its first location update.

Voice Priority

ASTRO IV&D subscribers give priority to voice transmissions. If a user is talking on their radio or receiving a transmission from another user, their radio cannot originate or receive data traffic. This voice preference results in data packets being queued within the radio for transmission when the radio is not participating in a voice service. Packets are discarded if they are older than the 12 second queue dwell timer. This can cause a variable arrival rate of location update reports at PremierOne.

Open Mic on Emergency

ASTRO subscribers can be configured to transmit audio after the Emergency Button is pressed. This will prevent the subscriber from transmitting location updates until the radio de-keys.

1.9.7 Motorola Radio Integrations

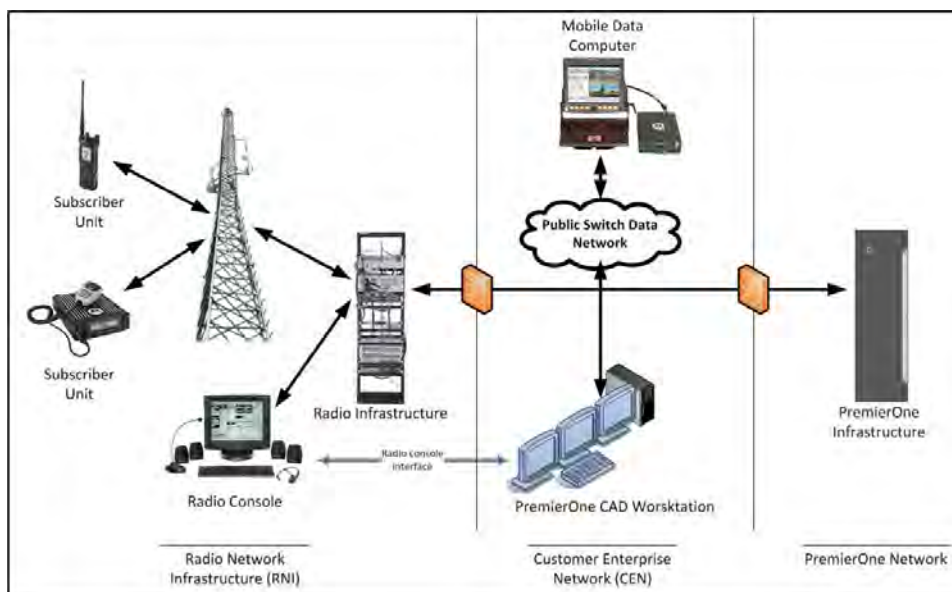


Figure 1-3 - Radio Integration Diagram

1.9.7.1 MCC7500 Console Integration

The MCC7500 console integration enables the Channel Grouping feature from CAD.

The Channel Grouping feature is available when system CAD is interfaced to the Motorola MCC7500 Radio Console. From a window within the CAD client, the user can use predefined groups or create and maintain their own groups. Groups can be activated as multi-selects on the radio console at the discretion of the user. When the group is utilized, the CAD client will show the status and will allow the user to transmit on all the selected talkgroups. The user can make a priority transmission or may request the use of the talkgroups by alerting the other users with an audible notification. CAD can also be provisioned to automatically load a particular channel group based on the geographical location of an incident.

1.9.7.2 Push-to-Talk (PTT) and Emergency Button Activation Monitor

An emergency situation can be triggered either by the Radio Emergency button or the Emergency icon on the PremierOne Mobile client.

A radio PTT status monitor window displays an identification of the source of a configurable number of the most recent radio transmission. The information shown to identify the radio varies depending on how the radio has been identified within the system. If the radio has been associated with a unit, a vehicle, or a person, the system identifies that unit, vehicle, or person as the source of the transmission. If an association has not been made, the system displays the id of the radio.

Any radio that is in emergency status will be displayed in a distinctly different manner in the CAD's work monitor window. Every time a unit keys up a radio that is in emergency status, the display in the PTT window will show the unit is in emergency status.

Radio Channels that are to be monitored by CAD and have their status displayed on the PTT Status monitor must be selected by the CAD User using the CT command. This allows for a dispatcher to select only those channels that need to be monitored and may be associated with a dispatcher's coverage area.

Once the channels are selected, enabling the PTT Status Monitor will ensure that all radio traffic on that channel is monitored and displayed.

CADICAD: Radio Proxy server

The system's element providing the main radio infrastructure interface is the CADICAD server. This stand-alone Server provides proxy functions from the Radio Infrastructure to the CAD system. CADICAD can support ASTRO 25 Integrated Voice and Data (IV&D) Conventional as well as Trunking systems. There are three supported interface protocols from the ASTRO systems: CADI, ATIA, and AIS. ATIA and CADI interfaces are also supported on ASTRO 25 Trunking systems.

The CADICAD Server provides four types of data from the Radio system to the CAD system. These include specific radio initiated events as follows:

- Non-PTT Events
- PTT Events
- Emergency status
- Unit Status Change

1.10 Third Party Integrations

1.10.1 RapidSOS Integration

PremierOne Integrates RapidSOS features into PremierOne CAD. This integration allows for immediate call location, responses to moving callers and access to additional more detailed information about the caller.

Locate Callers Immediately

Improve response time and call location accuracy by accessing a reliable caller device based hybrid (DBH) location in as little as three seconds of taking a call from within PremierOne CAD.

Respond to Moving Callers

See a faster and more reliable location even if the caller is moving with integration between PremierOne CAD and RapidSOS. This robust technology provides accurate location to three seconds every time the call taker re-bids the caller location.

More Detailed Information

Arm your call takers and responders with faster more detailed caller information before questioning has even started. With this streamlined technology, caller data is provided by multiple resources, aggregated by RapidSOS, which PremierOne CAD then queries and delivers to the call taker.

1.11 Service Solutions

The following sections provide brief descriptions of service solutions delivered as part of the PremierOne offering.

1.11.1 Legacy Data Conversion (RFP Section 6.8)

1.11.1.1 Legacy RMS Data Convert on Demand to PremierOne Records

When the need arises to import legacy RMS data into PremierOne Records; Motorola can offer the alternative approach of Convert on Demand (CoD). CoD is a PremierOne Records tool that can connect to a Microsoft SQL Server database and would be configured to read the legacy database records.

The Consortium could inspect the records to determine if they need to be imported into PremierOne Records. If needed, that record or multiple records could be imported into PremierOne Records on an as-needed basis.

The legacy databases must be stored in Consortium-supplied Microsoft SQL Server databases (hardware and software) external to the PremierOne system and Motorola must be able to link directly to the legacy databases from Microsoft SQL Server.

1.11.2 Intelligent Data Discovery Services (IDD) for CAD

IDD Services include instruction in the use of advanced SQL Server Reporting Services (SSRS) features which will allow for the connection, extraction, and display of data from CAD in the tailored standard IDD and customized dashboards.

IDD's use of Microsoft's SSRS employs the data to generate and securely share online dashboards and reports, initiate searches and mine data. The IDD services include the following dashboards:

- Three (3) Tailored Standard Dashboards
 - Roll Call Briefing Dashboard
 - Intelligent Resource Deployment Dashboard
 - COMPSTAT Dashboard
- View Only CAD IDD bundle
 - Unit Status
 - Unit History
 - Map
 - Incident Search
 - Drill-through to Incident Details and Officer Activity Reports
- Two (2) Customer-defined Dashboards (built during IDD Training)
- Two (2) days of consultative services pertaining to reports and dashboards for the CAD
- Two (2) days of PremierOne Intelligent Data Discovery (IDD) Training, after completion of training requirements.

A single copy of each of the Standard IDD dashboards will be tailored per the provisioning of the CAD system, and delivered to the site. IDD is limited to data existing in the system CAD dataset. Microsoft's SSRS is a reporting and report distribution application. A map view of the data, such as location of Incidents, may be produced as part of the report output, but, with no interactive mapping ability. Total system capacity for IDD is dependent upon the total number of concurrent reports being requested from the RDW server. Final system capacity is dependent upon final design and report types being generated on a concurrent basis.

1.11.3 Intelligent Data Discovery Services (IDD) for Records

Records IDD Services include instruction in the use of advanced SQL Server Reporting Services (SSRS) features which will allow for the connection, extraction, and display of data from Records in tailored and customized dashboards.

IDD's use of Microsoft's SSRS employs the data to generate and securely share online dashboards and reports, initiate searches and mine data. The IDD services for Records include the following dashboards:

- Three (3) Tailored Standard Dashboards
 - Master Index Search Dashboard
 - Records CompStat Dashboard
 - Records major Crimes Dashboard
- Two (2) City Defined Dashboards (built during IDD Training and limited to data existing in the system Records dataset)
- Two (2) days of consultative services pertaining to reports and dashboards for Records
- Three (3) days of Records Intelligent Data Discovery (IDD) Training (*Additional dashboards are built during the training class)

A single copy of each of the Standard IDD dashboards will be tailored per the provisioning of the P Records system, and delivered to the site. Records IDD is limited to data existing in the system records dataset. Microsoft's SSRS is a reporting and report distribution application. A map view of the data, such as location of Incidents, may be produced as part of the report output, but, with no interactive mapping ability. Total system capacity for IDD is dependent upon the total number of concurrent reports being requested from the Records reporting data warehouse server. Final system capacity is dependent upon final design and report types being generated on a concurrent basis.

1.12 Purchase Options

The following system components are presented for the Consortium's consideration. While not required to support the system, each of the following separately priced options enhance the system by adding additional capabilities.

1.12.1 CommandCentral Responder (eCitations)

CommandCentral Responder (CC Responder) is a cloud based, next-generation handheld system. The system is iOS or Android platform that extends the PremierOne CAD and PremierOne Records Management System experience out to mobile (smartphones) and or handheld (tablet) devices.

Each agency may have multiple citation forms. Citation forms vary between states and may vary between agencies. Agency level configuration data is downloaded by client applications from the CommandCentral App configuration service.

The CC Responder client application that supports following:

- Searching CommandCentral Records system for person - either by scanned driver license barcode or by entering person details. Data in CC Responder comes from PremierOne Records system.
- Searching CommandCentral Records system for vehicle by entering vehicle details. Data in CommandCentral Records comes from PremierOne Records system.
- Creating & issuing a Citation
 - Create a citation - either with data from search result or by creating citation from home screen
 - Populate citation data (e.g. text fields, select values from code tables, enter dates/times)
 - Perform a person search from an existing citation and use results in citation
 - Perform a vehicle search from an existing citation and use results in citation
 - Issue citation
 - Submit citation

CC Responder's Handheld is an Android and iOS Field Based Reporting system that is integrated with PremierOne.

1.12.2 CAD/RMS Workstation Virtual Desktop Infrastructure

Motorola Solutions has included the hardware and software to implement a VMware Horizon Virtual Desktop Infrastructure (VDI) system. A VDI infrastructure is needed to meet the following environmental and operational issues:

- Network requirements (bandwidth and latency) for client workstations
- The need to use existing workstations that may not meet specifications.
- Improved performance in remote locations

Virtual desktop infrastructure is hosting the desktop operating system and application within a virtual workstation running on a centralized server commonly referred as server-based computing.

CAD/RMS System VDI System

The system hardware consists of HPe servers as physical hosts along with HPe Nimble San.

VDI servers are HPe DL560c Gen10 servers configured with the following components:

- Single 18-Core Intel® Xeon® Gold 6254 processor, running at 3.1 GHz.
- Each server also contains direct attached storage in the form of two 8GB micro SD hard drives with Smart Array controllers in a RAID configuration
- Four (4) - 10 Gigabit network ports
- Each server is configured with 512 GB RAM.

The Nimble Storage AF20 Series SAN provides 11TB of RAW storage. This storage is comprised of 48x240 GB SSD (11 TB flash) iSCSI connected drives.

PremierOne VDI CAD/RMS Client Network Requirements

PremierOne is dependent on the Consortium's LAN and/or Wireless Network for client workstation performance. The estimated network requirement per VDI CAD client with typical usage is 400 – 600 Kbs per workstation. The recommended built-to bandwidth for new deployments is 1Mbps per workstation. Peak load events (e.g. login) require higher bandwidth and higher bandwidth will generally be required for sites with higher quantities of users and greater data intensive operations such as complex map annotation sets and map manipulation of the data that resides on the server. Network latency plays a key role in the responsiveness of CAD client operations. The utilization of VDI clients with PremierOne permits effective use in an environment with higher latency than a traditional CAD client. Although the lower the network latency the better the performance will be. For this reason, it is important that efforts be made to provide the lowest latency possible between the PremierOne CAD servers and each PremierOne CAD client. PremierOne requires latency of no greater than 80ms round-trip from the client to the servers.

PremierOne CAD/RMS VDI Client Specifications

With the deployment of VDI, the workstation requirements are minimal. Any endpoint such as a thin client or windows desktop that is capable of running the VMware Horizon client is acceptable. Minimum Windows workstation requirements are:

- x86-based processor with SSE2 extensions, with an 800MHz or higher processor speed.
- At least 1GB of RAM for multi monitor support
- At least dual monitor capability up to a four-monitor output.

1.12.3 CommandCentral Community

1.12.3.1 Overview

Motorola Solutions' CommandCentral Community enhances the partnership between your agency and the community. As the foundation for transparent community engagement, this solution streamlines the flow of information between your agency and the people you serve. CommandCentral Community's toolkit helps build public trust and push your investment further. CommandCentral Community

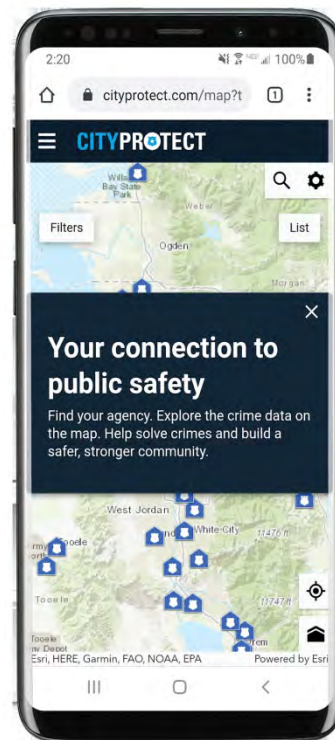
functionality can be integrated with the solutions your agency already uses to reduce the need for headcount and increase the value of community intelligence.

The CommandCentral Community experience centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important information is streamlined to make engagement easier.

1.12.3.2 Agency Page

This community solution provides a dedicated, public-facing webpage for your agency. The customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.



1.12.3.3 Digital Evidence Collection

CommandCentral Community's Digital Evidence Collection allows your agency to collect case-specific digital material without needing a personal device or physical storage, such as CDs, USBs, or other devices generally checked into physical evidence stores. This can be managed using the CommandCentral digital evidence management tools.

Digital Evidence Storage

The proposed solution includes a 1TB Storage Block to store your agency's multimedia content. Additional storage blocks are available for expansion, if necessary.

Additional storage is purchasable to provide storage for multimedia content your agency produces to optimize and secure the data your personnel can retain. Please see the pricing section for the specific amount of additional storage included with your solution.

1.12.3.4 Public Submissions

The public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, including anonymous tipping, non-emergency online submissions, and digital evidence collection. Your agency can decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can use these forms on CityProtect to submit tips, or they can use anonymous SMS communication. Together, these

submissions help agencies build a more accurate operating picture using information from the community.

These public submissions are managed in one location and can be linked to your records to create a more efficient workflow. Submissions from the community are collected in the Community Inbox, where your agency can review submissions before they are entered into the master tables to avoid duplication. This leads to cleaner incident record data, while preserving the original record for future reference. The consolidated record view shows all linked submissions in one, complete location.

1.12.3.5 Custom Forms with GovOS Studio by Kofile

As part of this solution, CommandCentral Community adds custom forms to the available standard forms for public access. Through our partnership with Kofile, GovOS Studio (previously known as SeamlessDocs), your agency can create a form from scratch with simple form-building tools, or convert a PDF into a fillable form. A library of customizable templates is available to help fit the needs of your agency. Custom forms also enable online versions of forms to address specific state requirements.

As an agency with an active GovOS Studio contract, this solution will enable you to connect your custom GovOS Studio forms with the proposed CommandCentral Community solution.

1.12.3.6 Crime Map

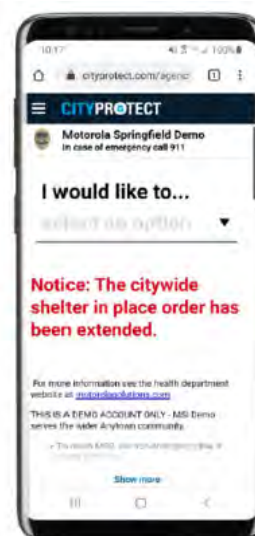
CommandCentral Community's Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. CommandCentral Community's Crime Map provides the following:

- Incident data display with up to hourly update.
- Primary Agency shapefile.
- Sex offender options.
- Crime data download option and action link.

Users can customize and manage data published on Crime Map so that only appropriate public information is shared.

1.12.3.7 Camera Registration

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications, such as CommandCentral Aware and CommandCentral Investigate.



1.12.4 CommandCentral Investigate

Motorola Solutions' CommandCentral Investigate is a next-generation crime analysis and intelligence solution that helps users uncover actionable insights, allocate resources, and fight crime.

CommandCentral Investigate is powered by LexisNexis, integrating with existing data sources and leverages inter-jurisdictional data to allow seamless search across incident data sources from law enforcement agencies nationwide. It also provides highly configurable experiences with purpose-built tools for specific roles across your agency.

By investing in CommandCentral Investigate, investigators can use link analysis across datasets to easily track down leads and close cases. Command staff can quickly identify emerging trends and with the help of analysts, better understand those patterns, and develop proactive initiatives to effectively address them.

This is a cloud-based solution subscribed to as-a-service, making it highly accessible and cost-effective with predictable pricing. Product updates are seamless with new features delivered regularly. The cloud also provides proven security, reliability, and availability to keep users operationally ready.

CommandCentral Investigate includes a professional services engagement for implementation and deployment. This is built on Motorola Solutions' operational expertise, tools, and public safety best practices.

The proposed CommandCentral Investigate solution includes the following features:

- Inter-jurisdictional data sharing.
- Advanced link analysis.
- Flexible analysis project creation.
- Granular data manipulation and detail (140 data points supported).
- Easy project sharing.
- Robust data visualization.
- Access to over 10,000 public records for 267 million+ people with an Accurant for Law Enforcement Enterprise subscription.

1.12.5 CommandCentral Evidence

1.12.5.1 Overview

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.

Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help



users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.



1.12.5.2 Community Interaction Tools

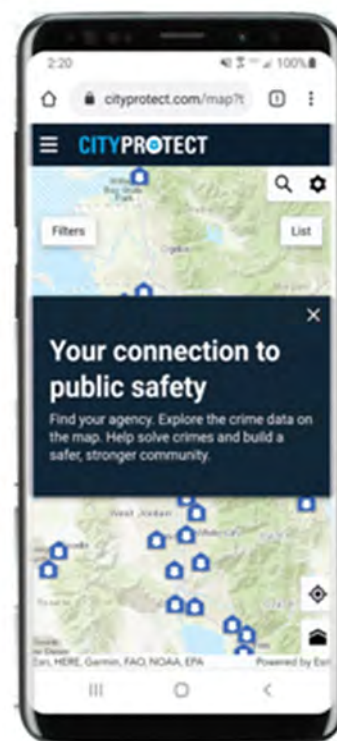
CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.

1.12.5.3 Agency Page

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.



1.12.5.4 Public Submissions

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

Digital Evidence Collection

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

Crime Map

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

Camera Registration

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



1.12.5.5 Field Response Application

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

1.12.5.6 Records Management

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

1.12.5.7 Digital Evidence Management

CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

Store and Manage

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence

files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface. Maximize the value of your digital evidence with CommandCentral Evidence, which is included with your PremierOne Records system. CommandCentral Evidence is the foundation for an evidence-based operation. With it, your team can simplify content management, quickly review case evidence and share it, securely and seamlessly, with partners to ensure justice is achieved. Managing the influx of video, images, audio and other content from a variety of different systems can cause a lot of strain for your team. But now, more than ever, this content is vital to accomplishing the right criminal justice outcomes.

CommandCentral Evidence is a cloud-based solution for aggregating and intelligently organizing all of your agency's digital content in one place. Because of its seamless integration with PremierOne Records, all digital content can be easily managed, reviewed and shared with corresponding agencies.

1.12.6 CommandCentral Aware for League City

Motorola Solutions' CommandCentral Aware solution combines disparate systems and data into an accessible interface. This single interface offers command centers a complete operating picture to support field personnel in real time. CommandCentral Aware unifies data from mapping, correlated event monitoring, analytics, and communications. This interface streamlines public safety workflows and viewpoints, enabling users to access and act on critical information.

The agency can increase the value of current investments by connecting CommandCentral Aware to other software platforms. These integrations include Computer Aided Dispatch (CAD) systems, Call Handling, Land Mobile Radio (LMR), or Video Management Systems (VMS). Users can communicate with confidence, knowing their information is hosted in the highly secure Microsoft Azure cloud.

PremierOne CAD Integration

CommandCentral Aware integrates with PremierOne CAD to provide CAD status and event monitor capabilities. The CAD status monitor allows users to see a listing of incidents (event type, location incidents, narrative, priority, status, geographic area, and location of devices or units). The application consumes event-driven data from PremierOne CAD, allowing for real time assessment with other relevant data published to the platform, such as officer location, alarms, alerts, tips, tactical information, voice, and video.

Video Management System Component Descriptions

As part of CommandCentral Aware, the Video View module consumes video content from a variety of Video Management Systems (live and recorded, fixed and mobile). Each VMS offers a variety of tools via an SDK. These tools can include, but are not limited to, location, user-controlled Pan Tilt Zoom (PTZ), Digital Zoom, Image Capture, Video rewind and export clip, and historic search of recorded video. These features improve productivity and increase responder safety.

The Video View module can also consume video analytics of automated license plate recognition and object detection. These capabilities refine video feeds to accurately assess detail that the eye may not see, further enhancing the users experience within CommandCentral Aware. Component configuration within CommandCentral Aware allows for specific use case definition expanding automated intelligence into the application via:

- Workflow Configuration – Associate related data from different systems to get a comprehensive view of an incident or threat. Display nearby video sources based on CAD incident, sensor alarms, and provided third-party data alerts.
- Real-Time Video Streaming – Patrol the community or view an event in seconds by accessing up to 16 cameras simultaneously from video feeds via VMS. Users can reference the video source, date, time, and location, as well as customize camera groups for quicker access to particular locations.
- Camera Field of View – Define FOV and view on the map display. Users can toggle cameras off and on that may or may not be pointed in the direction of the incident.
- Video Camera Audit Log – Capture user interactions and record them in a log.

Table 1-36 – Supported Video Capabilities within CommandCentral Aware

Feature	Description
Camera Import	Importing cameras and the directory tree from VMS to CommandCentral Aware.
Camera Location	Use coordinates stored in-camera custom fields at the NVR (or) pulls geo-location coordinates from the camera units. Specifically identified during installation.
PTZ	Control of pan, tilt, and zoom (PTZ) functions on capable camera units that have been imported into CommandCentral Aware.
PTZ Presets	PTZ cameras predefined pan, tilt, zoom values are applied to live feed.
PTZ Tours	PTZ cameras execute a scan of its vicinity.
Live Video	Direct feed from the camera as provisioned in the VMS system.
Recorded Video	Playback video from the archive.
Live Snapshots	Perform a screen capture of the live scene to send as an attachment via messaging service.
Recorded Snapshots	Isolate and capture a section of the recorded video to be distributed by the messaging service.
Recorded Fast Forward	Display frame recorded sample at a faster rate playing forward.
Record Fast Backward	Display frame recorded sample at a faster rate playing backward.
Digital Zoom	Magnifies a selected area for live and recorded video.
Video Export	Ability to prepare a video clipping for export to messaging or evidence collection.
Bookmark	On Live View and Recorded Playback, the bookmark automatically captures the camera information, the date, and time stamps for the video, and enables you to input the bookmark author, a name for the bookmark, and an optional description, plus an associated incident identifier. Bookmark fields can be edited later, except for the date, time, and author fields.

Avigilon Control Center (ACC) & Video Analytics

The Avigilon Control Center (ACC) uses self-learning analytics to provide effective monitoring and proactive, real-time response for security personnel. ACC combines an intuitive interface with advanced artificial intelligence (AI) search technology for a full-featured integration with CommandCentral Aware. Avigilon offers analytics embedded in Avigilon cameras up to 5K (16 MP) resolution.

This ACC integration includes the following:

- **Advanced Pattern-Based Analytics** – Avigilon advanced video pattern detection technology accurately recognizes the movements of people and vehicles while ignoring motion not relevant to a scene. The system's self-learning ability reduces false positives and helps make alerts more meaningful.
- **Teach-by-Example Technology** – Avigilon teach-by-example object classifier technology allows users to provide feedback about the accuracy of alarm events generated by Avigilon devices. Rather than decreasing analytics sensitivity to reduce false alarms, the feedback trains devices to improve the accuracy of the analytics used to determine which alarms are real and which are false. This impacts a low false-positive alarm rate. Over time, the system learns the scene and is able to prioritize important events based on user feedback. This increases sensitivity to conditions that are of concern while reducing false alarms to keep the focus on what matters.
- **Avigilon Video Analytics Alerts Integration** – Avigilon ACC allow video analytics to send alerts to CommandCentral Aware. These analytics include object detection, motion detection, path crossed, and directional pattern changes.

The ACC rules engine enables users to selectively apply analytics-based events as alarms and rule triggers. These rules offer immediate notifications for suspicious activities to help CommandCentral Aware users monitor and respond more efficiently.

The Avigilon to CommandCentral Aware connector integrates the results of the rules engine combined with video from the Avigilon VMS. The targeted video feed is displayed in response to user interaction and pre-defined scenarios based on a customizable rule set. Users can configure specific categories of events, such as CAD incidents, LPR alarms, or other alert reporting systems integrated into CommandCentral Aware, in relation to analytics to trigger video feeds. These real-time events and forensic capabilities detect and notify scene changes, missing objects, and rules violations. In addition to the live video and analytics, the connector supplies operator's video display tools that control pan, tilt, zoom (PTZ) cameras, and playback of recorded video.

1.12.7 PremierOne Handheld

PremierOne Handheld expands the PremierOne Suite to the Android and iOS platforms including embedded functionality with PremierOne CAD, Mobile, Mapping and Provisioning. The integrated client is a mobility solution, offering the first responder: database look-up/query, messaging, mapping, status updates, status monitoring, and dispatch capabilities on smart devices.

PremierOne Handheld's five (5) status monitors allow the Command Staff to have a constant view to active incidents, pending incidents and unit activities in their jurisdiction and beyond. This enables Sergeants, Lieutenants, and Chiefs to keep a pulse on their staff to monitor the operations of the department even when they are away from the office or their vehicles.

PremierOne Handheld offers seven (7) standard queries including the ability to scan a driver's license barcode to submit a person query, plus the ability to cascade queries allowing the officer to enter a plate to get both the vehicle returns and information on the registered owner of the vehicle.

PremierOne Handheld provides a connected officer solution providing officers situational awareness such as previous incidents, premise and hazard information, location of other officers, geofencing, and critical incident updates in the palm of their hand. The solution requires:

- Android 5.0 – 9.0 or higher or iOS 9 - 12 smart devices
- Data Network with 4G coverage
- Static IP address

Users can log on to both PremierOne Mobile and Handheld simultaneously as a single user and single unit. Tasks performed on either client apply to both logged on sessions. Messaging, Query Responses, Incidents, and Status are synchronized across the client platforms for that logged in user. PremierOne Handheld also includes responder location tracking both inside and outside of the vehicle.

The PremierOne client application is natively built for Android and iOS operating systems, and there are some client differences to note. PremierOne handheld for iOS does not have at this time, the following features found in the Android versions: Messaging, Bolos, Address Book, Unit Status Filter and the Client Administrative password.

1.12.8 PremierOne Disaster Recovery (DR)

DR / Failover System -Suite

Motorola Solutions' offering includes a Secondary Disaster Recovery (DR) system for CAD and Records. The Disaster Recovery systems include hardware and software for geographically distinct recovery data centers, the software required to replicate data between the primary and recovery data centers, and scripted processes to transfer operation between the data centers. This system provides continued availability of the system in the event the primary data center becomes unavailable.

The system CAD DR replication and failover processes utilizes SQL Always On replication groups. Records and Jail use VMware site replication. The failover processes for these products utilize separate, application specific, scripts that are specifically suited to each application's server and database design.

1.12.8.1 PremierOne CAD Disaster Recovery

CAD DR Implementation (On Premise)

During normal operation PremierOne clients connect to the system servers in the primary data center. CAD data, such as active incidents, are stored in a storage area network (SAN) collocated in the primary data center.

Data updated in the primary SAN array is asynchronously updated in the recovery data center's SAN. PremierOne Disaster Recovery utilizes Microsoft SQL Always On to facilitate data replication between the primary and recovery data centers. This technology allows the system's servers in the recovery data center to remain on thus reducing failover time. All changes replicate in real time using asynchronous replication. Data in PremierOne databases are replicated from primary to secondary databases at the SQL database level using Always On Availability Groups (AAG). SQL Server instance disaster recovery is implemented with SQL Always On Failover Clusters.

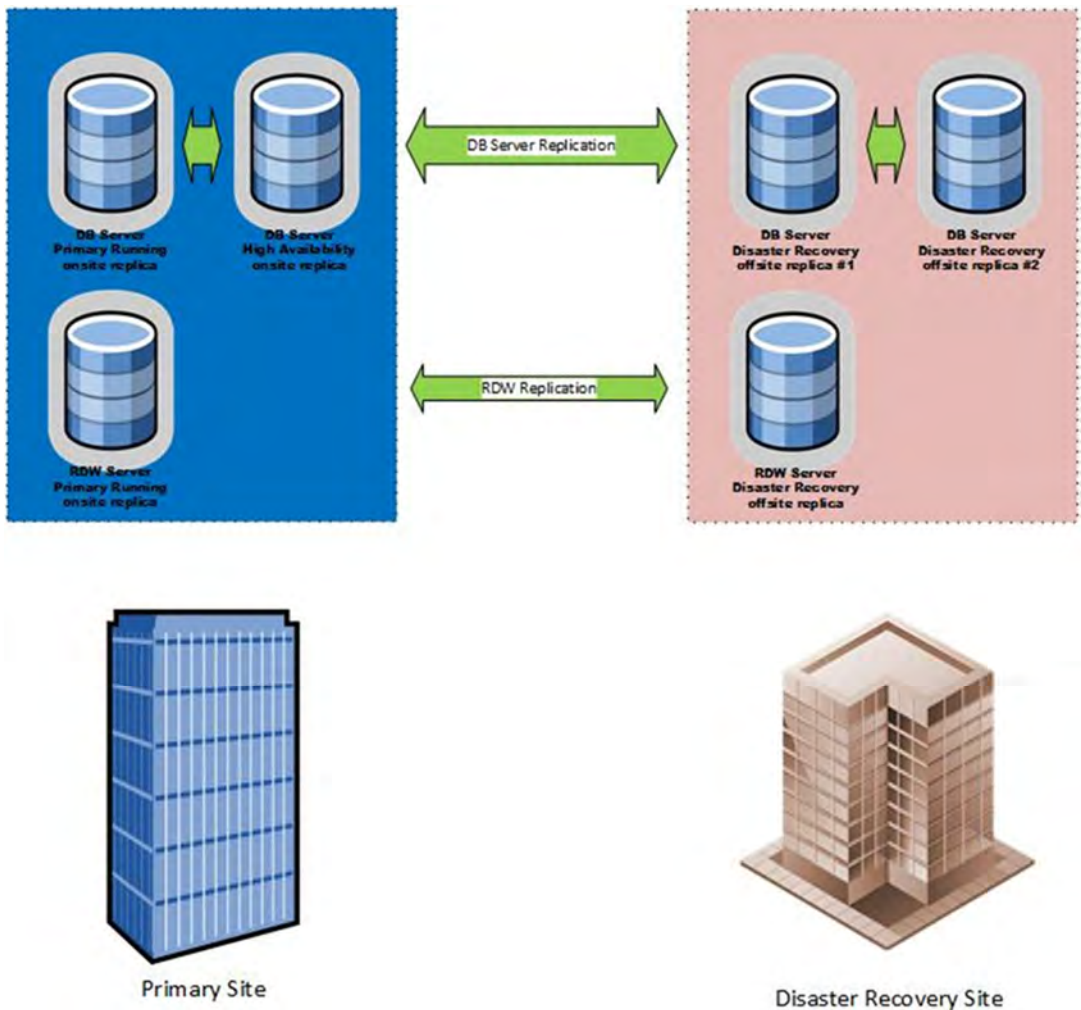


Figure 1 3: PremierOne CAD DR Replication

SQL Always On replication can be configured as Synchronous or Asynchronous. Synchronous replication is used between the two database servers on the primary side. This ensures no data loss in the event of a local failover from the primary CAD Server to the collocated High Availability CAD Server. (Please note that only one replication partner is supported for automatic failover.) Asynchronous replication is used between the primary and both secondary DR side database servers for performance and latency reasons.

Differences in Synchronous and Asynchronous replication are described in the following table:

Table 1 36 - Synchronous and Asynchronous Differences

Issue	Asynchronous	Synchronous
Data Loss	Asynchronous mode may or may not lose some committed transactions in the event of an unplanned failover to the secondary site. However, a rapidly restartable data image is ensured because the remote database is always in an I/O consistent state. Applying the most recent transaction logs allows recovery from the point of the outage.	Each I/O update operation waits until completion is confirmed at both the primary and mirrored sites. Any incomplete operation is rolled back at both locations. As a result, the remote copy is always an exact mirror image of the primary.
Distance	Asynchronous mode can span virtually any distance because there is a higher tolerance in latency delay involved in confirming transactions at the remote site. Latencies of over 200 ms cannot be supported. Remote sites can be up to thousands of miles from the primary site, ensuring that the replicated copy of data is safely outside any likely disaster zone.	Synchronous replication is impacted by propagation latency. That is, the time spent waiting for updates to travel to the remote site and confirmations to come back. Synchronous replication is only used for collocated PremierOne CAD servers.
Performance	The performance impact on the host is minimal.	Synchronous mode has significantly more performance impact than asynchronous mode because a write from the host must wait for an acknowledgment from the secondary storage system.
Recovery Point Objective (RPO)	High flexibility: unique capabilities afforded by journaling provide the ability to ride out network outages or temporary excessive bandwidth requirements.	RPO=0. Data is always current.

Failover changes the direction of the Always On replication, making the DR data center the source of the replication and the Primary data center the destination of the replication. The DR data center effectively becomes the Primary and the Primary effectively becomes the DR data center. Replication between sites is suspended if the original primary data center is not available.

The DR data center's ability to support interfaces will vary with the specific interfaces deployed. In general, if an interface API is available via a network connection from the DR site, and the required licenses are in place, then the DR CAD may be manually connected to the interface. The DR scripts do not include interface specific changes.

Failover from Primary to DR Site

Transition from the primary data center to the recovery data center is a manual process executed by a System Administrator. The process involves three steps:

Step 1 - Troubleshooting: The CAD System Administrator determines that there is a problem with the primary data center servers. The system's Systems Management software monitors the health of the primary data center. The system management console will raise appropriate alerts when an error condition occurs. The system administrator assesses the alerts and determines if transitioning to the recovery site is warranted. This determination may be based on SCOM alerts, CAD Client user reports, or monitoring the SQL Always On dashboard. The System Administrator then investigates the issue and determines if a failover to the DR site is warranted.

Step 2 - Site Failover: The failover from the primary data center to the DR site is a manual process performed by the System Administrator. Using a step-by-step disaster recovery process, the system administrator initiates the transition between the primary data center and the recovery data center using the PremierOne System Management console. DR scripts automate the transition process. The DR scripts may be initiated from either the primary or recovery data center.

Step 3 - Client Redirect: CAD clients access the PremierOne CAD application server by Host Name. The DNS configuration specifies whether the clients are directed to the primary application servers or the DR servers. During the manual failover process the System Administrator must redirect the PremierOne CAD clients to the recovery data center by updating the DNS service pointer records to reflect the IP address of the recovery data center.

Failover from DR to Primary Site

The failover process from the DR site to the primary site follows the same process described above. There are specific failover scripts for Primary to DR failover and DR to Primary failover.

Additional action may be required in the event the primary site has been down for an extended period of time. After a period of non-replication there may be a significant difference between the DR database and the primary site database. This can tax the network connection between the sites. The alternative is taking the system off line, backing up the DR databases, and using the backups to reseed the primary site databases. The System Administrator can then restart replication between the sites and proceed with the failover to the primary site. The need for database reseeding is determined by the duration of the primary site outage and available disk space to queue data for replication.

The specific time is unique to each implementation and is a function of CAD activity, disk space, and network capacity. As a general rule, the database need not be reseeded during scheduled failovers and should be reseeded after a primary site outage that lasts longer than a few hours.

CAD DR User Experience

The system's CAD is not available during the DR failover process. Dispatch and Mobile clients will not have access to the CAD servers during the transition process and the client will be unresponsive. If a user attempts to log into the CAD system from a client, they will receive an error message indicating that the application server is not available.

CAD DR Performance

The DR system is distinct from the High Availability design. It provides geographic site redundancy that allows an agency to resume normal CAD operations after transitioning operation to a recovery data center. After the initial diagnostic and troubleshooting process, the transition process is manually initiated and requires approximately 30 (thirty) minutes to complete. After the failover is complete the DNS must be updated to redirect CAD clients to the recovery data center.

Asynchronous replication is used to prevent performance impacts resulting from network latency between the primary and recovery data centers. As a result, the data at the recovery data center may

lag behind the primary center's data by several seconds. The actual time depends on network latency and the activity on the CAD system. During a scheduled failover, the CAD system's services in the primary data center are stopped and the replication to the recovery data center is allowed complete. An unscheduled or instantaneous failure of the primary data center may result in a small amount of data loss. The actual data loss is a function of CAD activity and network connection speed.

1.12.8.2 PremierOne Records Disaster Recovery

Records DR Implementation

The Records DR system enables automated synchronization of the Records environment from a primary data center to a geographically separate recovery data center. Records supports the use of VMware's Site Recovery Manager (SRM) that comprises a comprehensive disaster recovery model.

SRM is a disaster recovery and business continuity system from VMware, which automates the transfer of virtual machines to a local or remote recovery site. SRM works with the existing vSphere software and operates as an extension of vCenter server. SRM automates the recovery or migration of virtual machines between the protected site and a recovery site. The Protected site is the primary site where active production workloads are running. The recovery site is the datacenter location where production workloads will transfer in the event the primary datacenter is unavailable. Virtual machines are moved to recover from a disaster or as a planned failover. vCenter Site Recovery Manager facilitates the clean shutdown of virtual machines at the protected site for a planned migration. Non-planned recoveries are best effort and possibly requiring T-log replay.

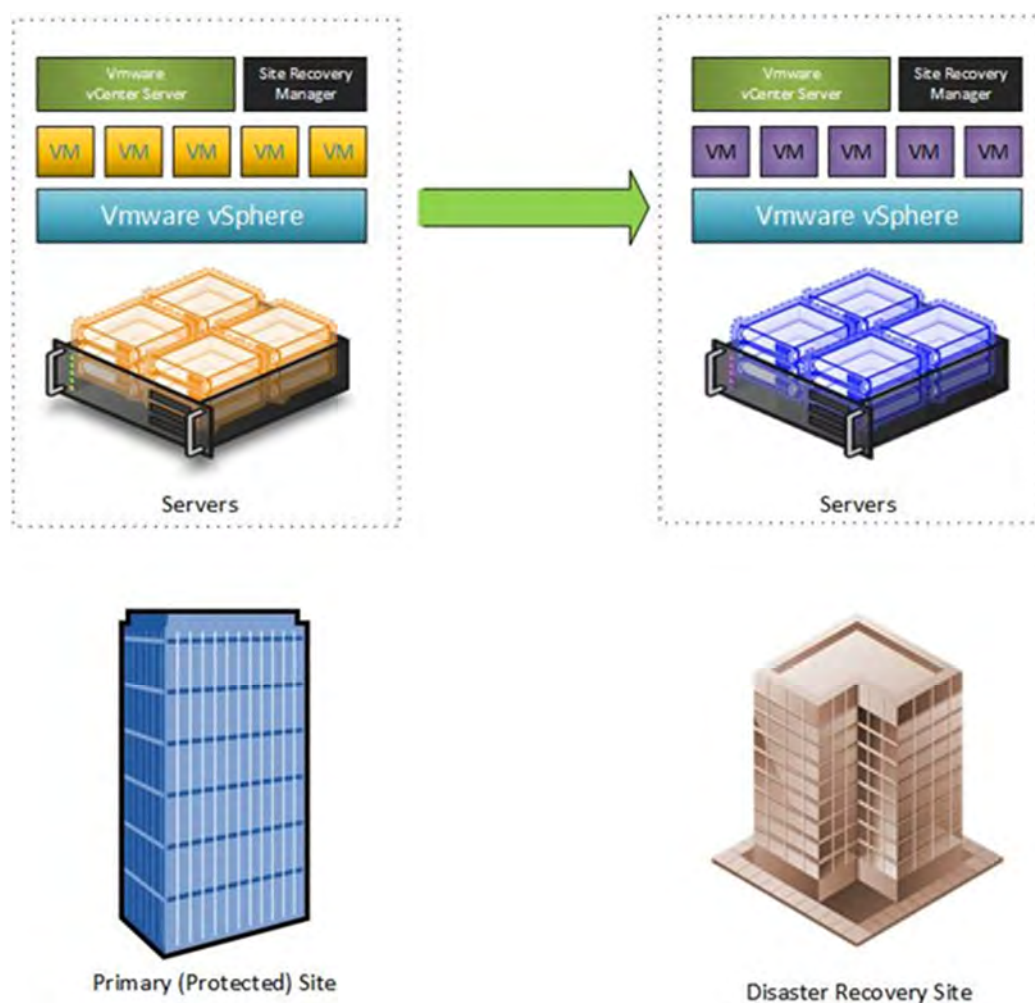


Figure 1 4 - PremierOne Records DR Replication

VMware SRM is used with VMware vSphere Replication. vSphere Replication copies virtual machines from one host to another, using the power of the hosts involved rather than the storage system.

During normal operation, the Records clients connect to the Records application servers in the primary data center. Records data is stored in SQL databases collocated in the primary data center.

The Records data updated at the primary data center is replicated in the on-site backup high availability Server using Microsoft SQL Always On Availability Groups.

The off-site Records DR server, DR backup server RDW, and Application servers are replicated using SRM.

Failover from Primary to DR Site

Transition from the primary data center to the recovery data center is a manual process executed by a System Administrator. The process involves three steps:

Step 1 - Troubleshooting: The Records System Administrator(s) determines that there is a problem with the primary data center servers. This determination may be based on SCOM alerts, Records Client

user reports, monitoring the SQL Always On dashboard. The System Administrator then investigates the issue and determines if a failover to the DR site is warranted.

Step 2 - Site Failover: The failover from the primary data center to the DR site is a manual process performed by the System Administrator using the VMware vCenter client.

Step 3 - Client Redirect: Records clients access the Records application server by Host Name. The DNS configuration specifies whether the clients are directed to the primary application servers or the DR servers. During the manual failover process the System Administrator must redirect the Records clients to the recovery data center by updating the DNS service pointer records to reflect the IP address of the recovery data center.

The system resumes normal operation after failover. After system administrator marked the DR site as the “protected” site, SRM automatically resumes replication from the now active DR site to the original primary data center when it becomes available.

If the primary data center, or network connectivity between the sites, is not available then SRM will operate only on the DR site with no replication to the primary site. Once the primary site is available, and the system administrator marks the DR as “protected” SRM will automatically start replicating data from the DR site to the primary.

Failover from DR to Primary Site

The failover process from the DR site to the primary site follows the process described above.

Unless the primary site has been down for an extended period of time, after a period of non-replication, there may be a significant difference between the DR database and the primary site database. This can tax the network connection between the sites. The system administrator can throttle replication traffic if required.

Records DR User Experience

If the primary application servers or data center are unavailable, the Records Clients will not have access to the application server and users will not be able to access Records documents. Client users will not be able to navigate the application, access data, or log into the system.

After the System Administrator has initiated a failover to the DR site and completed the DNS configuration, Client users may log back into PremierOne Records and resume operation. If a user was in the process of updating a Document, they may resume at the point of the last Save or Auto Save.

Users (mobile and LAN based) need to logoff and exit the client and then restart and login after the failover to the DR site is complete.

The Records Client logon screen will notify the user if the Records application server is not available.

In the event that the Records application server version and or Build Set is different on the DR application server, the client will prompt the User to download a new client. This process is initiated with a single button press and requires approximately two (2) minutes to complete.

Records DR Performance

The Records DR system provides geographic site redundancy that allows an agency to resume normal Records operations after transitioning operation to a recovery data center. After an initial diagnostic and evaluation process the failover is manually initiated and requires approximately 20 (twenty) minutes to

complete. The DNS “time to live” parameter affects the time Records clients may need to wait before accessing the DR servers.

System Records DR performance is defined in terms of RPO and RTO:

- RPO - A recovery point objective (RPO) is the maximum period for which data might be lost from an IT service due to a major incident.
- RTO - The recovery time objective (RTO) is the duration of time within which a business process must be restored after a disaster to avoid unacceptable consequences associated with a break in business continuity.

The Records RPO is 15 (fifteen) minutes due to the use of SRM. Data entered into a Records Document but not saved will be lost (unless it is still contained in a client cache). SRM will replicate committed SQL transactions. Non-committed transactions will be lost.

The Records RTO is variable due to the manual process. The contributing tasks include problem diagnostics, manual failover initiation, and DNS configuration updates.

1.12.9 CAPE UAV Drone Subscription Service

CAPE Silver – UAV / Drone Subscription Service Solution (Quantity 2)

- Concurrent Tactical Flight License
- Free Flight Mode Only (No GeoFencing)
- Live-streaming up to 49 viewers
- CAPE Pilot, CAPE Command Center, CAPE Watch

CAPE Gold – UAV / Drone Subscription Service Solution (Quantity 1)

- Concurrent Flight License
- Free Flight Mode w/ GeoFencing
- Live-streaming up to 49 viewers
- CAPE Pilot, CAPE Command Center, CAPE Watch
- Telepresence Line of Sight mode with 400m of pilot (TLOS)

1.12.10 PremierOne Data Conversion (Full Conversion)

Motorola Solutions will convert and extract the data specified in the table below that exists in the Consortium legacy system and then import to the PremierOne system. While Motorola Solutions is responsible for converting the specified data, it is critical that the Consortium assigns a knowledgeable resource to this activity that will remain engaged throughout the migration process.

The legacy databases must be stored in Consortium supplied Microsoft SQL Server databases (hardware and software) external to the system and Motorola Solutions must be able to link directly to the legacy databases from Microsoft SQL Server.

Motorola Solutions does not provide any data clean up or manipulation of the provided data. The Consortium must conduct a comprehensive analysis of the data in the legacy systems to identify duplicate data/records, lost data, orphaned records, or records that have not been linked properly and resolve those issues prior to extracting the data to be converted.

Table 2-6 - Data Migration Table

Document Type to be Migrated	Maximum # of Records
Case Report	500,000
Citation	500,000
Field Interview	500,000
Warrants	500,000
Booking	500,000
Arrest	500,000
Property and Evidence	500,000
Calls for Service	1,000,000



Exhibit 2

Implementation Plan & Statement of Work

GRID Public Safety Software

December 22, 2021

League City, TX

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Exhibit 2

Implementation Plan & Statement of Work

2.1 Implementation Plan

2.1.1 Project Approach

The project management methodology to be used in this project is based on the principles of the Project Management Institute's *Project Management Body of Knowledge (PMBOK)* and Motorola Solutions' extensive experience in project implementation. It includes processes to guide initiating, planning, executing, controlling, and closing projects to support on time and on budget completion while meeting the quality expectations of the stakeholders.

The project will be implemented in accordance with this Project Management Plan that will be reviewed and updated during the planning phase of the project. The Project Management Plan defines the project scope, schedule, and quality expectations of the project, and to provide a comprehensive strategy for managing the project. This document, combined with the Statement of Work, Project Schedule, Training Plan, Acceptance Test Plan and Cut-over Plan comprise the documents that are collectively referred to as the Project Plan.

2.1.1.1 Project Management (RFP Section 6.3)

Motorola Solutions' project management approach has been developed and refined 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, we have developed and refined practices that support design, production, and testing is optimized to deliver a high quality, feature-rich system.

Motorola Solutions employs intelligent project management processes and tools such as Planview Enterprise for schedule development, control and management schedule and budget. Planview Projectplace provides the ability for the Consortium to collaborate online with Motorola and City project team members. There is no license fee required for the Consortium to access Planview Projectplace.

The assigned PM for each organization shall be the business representative and point of contact for the organization, responsible for coordination of the organization's resources and activities. The PM shall schedule all activities and resources as required to execute tasks, initiate review meetings, provide status information to their counterpart, and generally oversee the execution of the project plan. Project management is an ongoing activity for the duration of the project and should be assumed to be part of every project task.

Motorola Solutions PM

1. We will designate a PM who will direct the efforts of our project team and serve as the primary point of contact for the Consortium. The responsibilities of the Motorola Solutions PM include:

2. Maintaining the Project Management Plan.
3. Maintaining project communications with the Consortium's PM.
4. Managing the efforts of Motorola Solutions staff and coordinate activities with the Consortium's project team members.
5. Managing Motorola Solutions' subcontractors and third party vendors and integrating the delivery of third party content into the project.
6. Measuring, evaluating and reporting the progress against the project schedule.
7. Resolving deviations from the project schedule.
8. Monitoring the project so resources are available as scheduled and as identified in the contract.
9. Coordinating and overseeing the installation of all licensed Motorola Solutions application software.
10. Reviewing and administering change control procedures with the Consortium's PM and in accordance with the change management provisions of the Agreement.
11. Conducting status meetings in person on a monthly basis, and via teleconference weekly or as may be reasonably required to discuss project status.
12. Preparing and submitting a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated project schedule and action item log.
13. Providing timely responses to issues related to project progress raised by the Consortium's PM.

Consortium PM

The Consortium will designate a PM who will direct the Consortium's efforts and serve as the primary point of contact for Motorola. Responsibilities of the Consortium PM include:

1. Maintaining project communications with the Motorola Solutions PM.
2. Identifying the efforts required of Consortium staff to meet the task requirements and milestones in the Statement of Work and project schedule.
3. Consolidate all project-related questions and queries from Consortium staff to present to the Motorola Solutions PM.
4. Reviewing the project schedule with the Motorola Solutions PM and assisting in finalizing the detailed tasks, task dates and responsibilities.
5. Measuring and evaluating progress against the project schedule.
6. Monitoring the project to ensure that resources are available as scheduled.
7. Attending status meetings.
8. Providing timely responses to issues related to project progress raised by the Motorola Solutions PM.
9. Liaising and coordinating with other agencies, Consortium vendors, contractors and common carriers.
10. Reviewing and administering change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.
11. Ensuring Consortium vendors' adherence to overall project schedule and plan. Identifying signatory personnel authorized to approve and release payment and approving and releasing payments in a timely manner.

12. Assigning one or more personnel who will work with Motorola Solutions staff as needed for the duration of the project, including at least one application administrator for CAD and for Records and one or more representative(s) from the IT department.
13. Identify the resource that has the authority to formally acknowledge and approve change orders, approval letter(s) and milestone recognition certificates and to approve and release payments in a timely manner.
14. Providing building access to Motorola Solutions personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Motorola Solutions personnel if required for access to Consortium facilities. Access must be available twenty-four (24) hours a day during the course of this project.
15. As applicable to the PremierOne installation, assuming responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
16. Providing reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
17. Ensure a safe work environment for Motorola Solutions personnel.
If problems are encountered with hazardous materials, Motorola Solutions will immediately halt work and the Consortium will be responsible for the abatement of the problem or Motorola Solutions and the Consortium will jointly come to a mutual agreement on an alternative solution. Motorola Solutions will be excused from timely performance of its obligations pending such resolution.

2.1.1.2 Team Organization

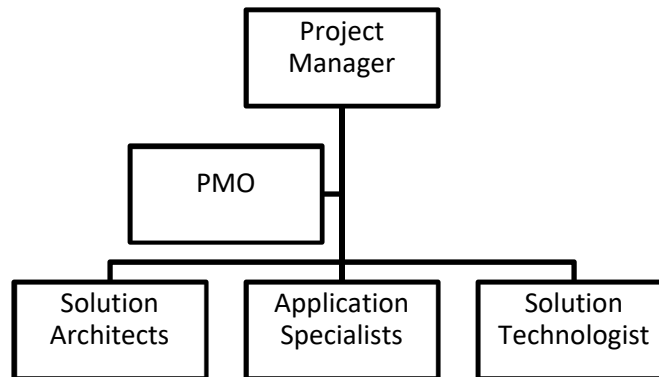
The Motorola Solutions Software Enterprise organization is comprised of business groups that support the development and implementation of complex public safety communications systems. Members of several of these groups are involved from the proposed solution conception through system completion.

The Motorola Solutions project team includes the project manager (PM) and subject matter specialists for each discipline (CAD, Mobile, Records, and Records Mobile) and the various implementation activities. Project resources and roles are described in detail in the Statement of Work.

The Consortium's core project team should consist of a PM, a transformation lead, an application administrator, system administrator, subject matter experts (SMEs) from each primary discipline (CAD, Mobile, Records, etc.) who will become system "super users" and who are empowered to make provisioning decisions on behalf of the agency, a GIS administrator, IT personnel, and training representatives. Note that in some cases, one person may fill more than one role. The project team must be committed to participate in activities for a successful deployment. Team member roles are described in the Statement of Work.

2.1.1.3 Organization Chart

An organizational chart is a graphic display of the project organization which shows relationships. It also communicates the project structure.

Figure 2-1: High Level Org Chart

2.1.2 Project Repository and Project Control Register

The official project repository is the location where all project documentation will be stored. This repository will be the primary repository of record in accordance with the records retention requirements of the performing organization's policies.

The project repository will be located at a Motorola-provided Planview Projectplace workspace.

The repository is the primary tool the project manager will use to manage and control the project, and contains areas for the following:

- Customer meeting minutes
- Project schedule
- Action Item Register
- Risk Management Plan
- Approved Change Orders
- Approved Business Process Review Report
- Records Detailed Design Document
- Approved ACT work
- Provisioning Checkpoint progress report
- Signed Milestone certificates
- Final Bill of Materials
- Technical Project Documentation
 - Interface Specification Documents
 - Approved Site Survey
 - Network diagram, showing interfaces
- Acceptance Test Plan results (ATP)
- Shipping Documents
- Standard User Documentation
- Kickoff Presentation with Customer Design Review Presentations

2.1.3 Schedule Management (RFP Section 6.3.2)

Schedule management includes the processes required to manage timely completion of the project. The objective of the schedule management plan is to establish a structured, repeatable schedule management process to support the following:

- Creation of a master, detailed schedule.
- Creation of a baseline for the originally planned work start and finish dates.
- Regular updates to the schedule.
- Routine monitoring of the progress of all activities against the baseline.
- Regular reporting of variance against the baseline.
- Corrective action taken if the project deviates significantly from the plan.
- Any new commitments or changes to planned work follow the change control procedure.
- Utilization of a scheduling tool to maintain a consistent schedule structure.

The schedule for this project will be maintained using Planview. The project schedule will be baselined before work on activities begins. The schedule will be stored in Planview Projectplace and shared with the Consortium. Over the course of the project, the Motorola Project Manager will request the Consortium to sign off on progress and billing different types of milestones.

2.1.3.1 Milestones

Progress Milestones memorialize completion of work during the project and could include events such as training completion, Interface Requirements Documents and other major deliverables. In addition, all contractual billing events will be memorialized with completion of a Milestone Certificate.

At such time a milestone event takes place, Motorola Solutions will submit a completed Deliverable Milestone Notification either via an informal email for minor milestones or in the form of a milestone certificate for major milestones. The Consortium will identify the resource that has the authority to formally acknowledge and approve the Deliverable Milestone Notifications to whom Motorola Solutions will deliver the Notifications. Upon receiving a Deliverable Milestone Notification, the Consortium will have fifteen (15) business days to approve or reject the Notification, including reasons for the rejection, in written form or electronically via email.

If the Deliverable Milestone Notification is rejected within the fifteen days, Motorola Solutions will address the reasons for rejection and resubmit the Deliverable Milestone Notification. The fifteen business day cycle will then be repeated until approval is achieved. Failure to acknowledge Milestone Notifications within the fifteen day period may adversely impact the project schedule.

During project initiation, the respective PMs will develop the delivery/milestone schedule.

2.1.3.2 Schedule Control

The schedule will be monitored and controlled by the project manager(s) in the following manner:

- Monitor the project schedule on a mutually agreed upon timeframe to determine if the project will be completed within the original effort, cost and duration.

- Identify activities that have been completed during the previous time period and update the schedule to show they are finished and determine whether there are any other activities that should be completed but have not been.
- If not, determine the critical path and look for ways to accelerate these activities to get the project back on its original schedule.
- Integrate any fully executed change requests into the project schedule baseline and provide project teams with an assessment of the impact on the timeline.
- Utilize performance reports to identify which dates in the schedule have or have not been met, as well as for alerting the project team to any issues that may cause schedule performance problems in the future.
- Obtain progress reports from the various project teams to monitor the status of tasks by collecting information such as start and finish dates, remaining durations for unfinished activities, and any known risks or issues.
- Changes to the schedule will be managed through the change control procedure.
- The action item register will be used as a tool to manage and report schedule variance by all project teams.

2.1.3.3 Cutover and Transition Plan

The Cutover Plan is a deliverable of the Motorola Solutions contract. It will be developed in conjunction with the Consortium's project team and will consist of the tasks, resources, schedules and contingency plans put in place to support a successful cutover and transition to the customer support organization. This plan will be jointly created prior to the cutover of the PremierOne solution. Motorola Solutions will also work create a transition to support plan. This will be reviewing the contracted maintenance plan and introducing the Consortium to the Motorola Solutions Support organization.

2.2 Communication Management

Communications management includes the processes required to support timely and appropriate generation, collection, dissemination, storage, and ultimately disposition of project information.

2.2.1 Communications Management Plan

The communication tools and documents addressed in the project plan are used for communication between project team members and between the project team members and stakeholders. All of these documents will be stored in the project repository. All project team members will have access to this database.

2.2.2 Meetings

Meetings are one of the major communication tools used in this project and will be documented in the format of minutes stored in the project repository. Meeting minutes will be taken during the meeting. The project team has the opportunity to comment or change information during the meeting.

The minutes should be released within 3 days of the meeting and if applicable, approved within 3 days of receipt. Some meetings (e.g., the Executive Steering Committee meeting) may have different

timelines for approval of minutes. Please see the Meetings table below for differing timelines. Minutes for a meeting will be approved by the sponsor or designee.

2.2.2.1 Project Communication Tools and Documentation

Following are the types of tools that may be used for communication during this project:

Table 2-1: Example of Communication Tools and Documents

Communication Tool	Description	Frequency	Author(s)	Recipient(s)	Location
Status Reports	Summarize progress of the project and upcoming activities, including reporting budget and schedule variance	Monthly	Project manager	Project Sponsor	Planview Projectplace
Meeting Minutes	Written record of a meeting	As Needed	Facilitator or designee	Meeting attendees and other interested parties	Planview Projectplace
Project Schedule	Tracks cost and schedule variance and budget	Monthly	Project manager	Team	Planview Projectplace

Project Escalation Process

The escalation process addresses those situations when an agreement cannot be reached between the project managers and one or more of its stakeholders in a timely manner. The project managers may enlist the assistance of its stakeholders in the resolution of an issue to verify the resolution represents the best interests of the project and its stakeholders.

The first level in the escalation path would be to the sponsor. If the issue cannot be resolved at that level within the defined time period, the issue is escalated to the executive level.

The project team should always strive to make decisions and address items at the lowest level possible; however, when a resolution cannot be reached, the item should be escalated so a decision is made before it impacts the project.

Motorola Solutions Escalation Process

If there are issues that cannot be resolved with the project team:

1. The first level in the Motorola Solutions escalation path would be to the Project Manager.
2. If the issue cannot be resolved at that level within the defined time period, then the issue can be escalated to the Regional Resource/Program Manager.
3. If the issue cannot be resolved at that level within the defined time period, the issue can be escalated to the Director of Solutions Delivery.
4. If the issue cannot be resolved at that level within the defined time period, the issue may be escalated to the Vice-president of Software Enterprise.

2.2.3 Quality Assurance

Service Quality: At major project intervals prior to key project milestones, a Quality Review will occur that will verify the adherence to plan. Included in such reviews could be readiness for major delivery activities, including provisioning, training, installation and pre-cutover, as well as review of major project deliverables for completeness and adherence to the Statement of Work.

2.2.4 Risk Management

Risk management is the systematic process of identifying, analyzing, and responding to project risks. It includes maximizing the probability and consequences of positive events, and minimizing the probability and consequences of adverse events to project objectives.

2.2.4.1 Risk Management Plan

A risk is considered to be an uncertain event that has the potential to affect project implementation. The practice of risk management is intended to plan and prepare for those possibilities and identify new potential risks throughout the duration of the project.

The process for flagging and managing risks is as follows:

- **Risk Identification** - This will be done by reviewing project documentation and by conducting brainstorming sessions with the project team. During the planning phase, an initial evaluation of risks will occur by the project team, led by the project manager. A project team member can identify new risks at any point during the project.
- **Risk Response Planning** - The risk index will be used to prioritize risks. The risks will be rated using the probability and impact as estimated and the risk trigger and owner will be identified for further monitoring of the risk.
- **Risk Monitoring & Control** - The risk owner will be responsible for monitoring the risk through the project execution and will report the status during every project management meeting. Any updates to the probability or impact of the risks will be communicated to the project manager of the project. When a risk occurs during the project it will be considered an “issue” and be handled according to the agreed response plan.
- **Risk Reporting** - The risk response plan will be reviewed and updated for change in probability/impact of the existing risks, new risks identified, and any risk that occurred with the status of the response in action. The risks will be reviewed regularly at project management meetings.
- **Change Requests & Lessons Learned** - Any change to the project activities to mitigate a risk or workaround for an unidentified risk may generate change requests. These change requests will follow the procedures detailed in the Change Control section of this document. Any lessons learned will be documented in the lessons learned repository for the project.

2.2.5 Action Items

An action item is defined as a question, problem, or condition that requires a follow up activity for resolution. If unsettled, an action item can become an issue, or depending upon the severity of the impact, a risk.

2.2.5.1 Action Items Management Plan

All action items will be documented in the project Action Item Register with the updated document being stored in the project repository. The procedures for handling an action item are as follows:

Raising the Action Item:

- All project members are responsible for identifying action items.
- The project manager designates the team member who will act as the “action item owner.”
- The owner is primarily responsible for entering the action item.
- The owner will be responsible for determining the person(s) who is/are assigned to resolve the action item and for notifying the responsible person of the action item.
- The owner is the primary point of contact responsible for action item tracking, resolution and closure.

Evaluate/Prioritize Action Items:

- The project manager, with key stakeholders, objectively assesses the priority each action item will receive with respect to its impact on the project.
- Consideration in determining priority (high, medium, or low) includes:
 - Assessing the consequences of a delayed response to an action item on quality, project cost, scope, technical success, and schedule.
 - Assessing the impact of an outstanding action item on the overall project – not just the discrete action item.
 - Identifying potential risks associated with the action item.
 - Determining possible response to resolve an outstanding action item.

Monitor and Control:

- The project team is responsible for monitoring and controlling action items weekly as follows:
 - Review action item log and assess existing action items that are not in a “Closed” status to determine if:
 - The priority has changed.
 - The due date needs to be changed. If the due date is past due, it either needs to be extended out further or an explanation needs to be added to the notes section providing a current update on the action item and when it is expected to be completed).
 - Ownership needs to be changed.
 - The action item status is “Completed” and can be “Closed”.
 - Identify and assess new action items.

Communication:

- Communicate status of action items to team members and stakeholders.

Escalation:

- Once the project manager identifies that an action item due date has passed without resolution, the action item may become an issue, based on the priority and potential impact to the project.

Closing the Action Item:

- After it has been completed and communicated, it is the responsibility of the owner to close the action item.
- The project manager will audit to verify action items are resolved and closed.

2.2.6 Change Control

Change Control is concerned with influencing the factors that create changes to verify that changes are agreed upon, determining that a change has occurred, and managing the actual changes when and as they occur.

Changes to the project can impact a variety of areas including cost, scope, schedule, and quality. Changes to the project that impact one or more of these areas must be approved via the change control process outlined in the Contract.

A change request is used to identify a change in cost, schedule, scope, and/or quality relating to the project. The change request will specify what the change is and how it will affect cost, scope, schedule, and/or quality. There are times when the change may affect one without the others.

All change requests must be approved or rejected by the sponsor or designee and will be documented in the project repository.

2.2.6.1 Change Request Procedure

Motorola Solutions and the Consortium will utilize the following change control process to manage changes during the life of the project.

1. A change request must be submitted via email to document the potential change - the email for the proposed change must be submitted to Motorola Solutions and the Consortium's project managers who will in turn provide it to relevant parties for assessment.
2. All change orders will be logged and tracked - the Consortium project manager will record the request in the change management log section of the project control register and will update the log throughout the process.
3. The change will be reviewed and, if acceptable to the Consortium, Motorola Solutions will submit to the Consortium an estimate of the impact to cost, schedule, scope, and quality.
4. Motorola Solutions will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the Consortium's project manager (work cannot commence on any new activities related to the change request until all parties agree in writing).
5. Motorola Solutions project manager and Consortium project manager will adapt project plans to incorporate approved changes.

2.2.6.2 Change Control Process

Steps for the change control process are as follows:

1. Complete a write-up for the proposed change and submit copies to Motorola Solutions and Consortium project manager(s) who will in turn provide to relevant parties for assessment.
2. Record the request in the change management log section of the project control register.

3. Investigate the impact of the proposed change (cost, schedule, scope) and evaluate the impact of not performing the change.
4. Prepare a response to the proposed change.
5. Retain the original in the project repository.
6. Motorola Solutions and Consortium agree whether the change should be performed and obtain authorization sign-off of the change request.
7. The change document is created.

If Change is not Accepted:

- Motorola Solutions project manager will discuss and document the issue with the Consortium project manager.
- The proposed change can be modified and re-submitted, or withdrawn, if it is agreed to be non-essential (in this case, the reasons will be documented).

If Change is Accepted:

- Once the change request has been approved and signed by the authorized parties, work may begin.
- Motorola Solutions project manager and the Consortium project manager will adapt project plans to incorporate the approved change.
- Both Motorola Solutions and the Consortium must sign-off that a change has been complete.
- The change control log will be updated.
- The change control log will be supplied at the progress meetings and/or in status reports.

2.2.7 Project Contact List

The respective project managers will complete the table below during kick-off.

Table 2-2. Project Team Directory

Name	Department	Role	Phone Number	E-mail Address

2.3 Statement of Work

2.3.1 Introduction

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 (“Motorola”) system as presented in this offer to the Gulf Coast Regional Information and Dispatch (hereinafter referred to as “Consortium”). 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 Consortium and will be addressed in accordance with the change provisions of the Agreement.

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

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

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

2.3.2 Award, Administration and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the Consortium.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct weekly remote status meetings with the Consortium Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the Consortium Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Meet as its teleconference tool. If the Consortium desires a different teleconference tool, the Consortium may provide an mutually agreeable alternate tool at the Consortium’s expense.

2.3.3 Project Management Terms

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

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

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

2.3.4 Completion and Acceptance Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Consortium task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

The Consortium will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion of an activity, or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and the Consortium. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

2.3.5 Project Roles and Responsibilities Overview

2.3.5.1 Motorola Project Roles and Responsibilities (RFP Section 6.2.3)

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, web-conference or other remote method in fulfilling its commitments as outlined in this Statement of Work. Motorola project team resources will be on site at the Consortium location when fulfilling commitments that are crucial to project success as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. One or many 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's project management approach has been developed and refined 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, we have developed and refined practices that support the design, production, and testing 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:

1. Manage the Motorola responsibilities related to the delivery of the project.
2. Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
3. Manage the Change Order process per the Agreement.

4. Maintain project communications with the Consortium.
5. Identify and manage project risks.
6. Collaborative coordination of Consortium resources to minimize and avoid project delays.
7. Measure, evaluate, and report the project status against the Project Schedule.
8. Conduct remote status meetings on mutually agreed dates to discuss project status.
9. Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
10. Provide timely responses to issues related to project progress.

Application Specialist

The Motorola Application Specialist will work with the Consortium project team with system provisioning. The Application Specialist's responsibilities will include:

1. Provide consultation services to the Consortium regarding the provisioning and operation of the Motorola system.
2. Provide provisioning training to the Consortium to provide the knowledge to setup and maintain the system.
3. Complete the provisioning ownership handoff to the Consortium.
4. Complete the project-defined milestones and tasks as defined in this SOW. Provide product training as defined by this SOW and described in the Training Plan.

GIS Analyst

The Motorola GIS Analyst specializes in geographical information technology. Responsibilities of the Motorola GIS Analyst include:

1. Perform the GIS analysis on the Consortium-supplied GIS source data.
2. Provide the results of the GIS analysis based on the requirements of the Motorola GIS Build Requirements document to include:
 - A. Geocoding Data
 - B. Centerlines to support Routing
 - C. Response Area Polygons
3. Offer consultation services for the conversion of Consortium GIS source data for Motorola use.
4. Provide GIS Training as defined in this SOW and the Agreement
5. Import Consortium-provided GIS data into PremierOne.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include:

1. Confirmation that the delivered technical elements meet contracted requirements.
2. The delivery of interfaces and integrations between Motorola products.
3. Remain engaged throughout the duration of the delivery.

Customer Success Advocate

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

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

Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of the Consortium's System(s) as defined in Customer Support Plan.

2.3.5.2 Consortium Project Roles and Responsibilities Overview

The success of the project is dependent on early assignment of key Consortium resources. In many cases the Consortium will provide project roles that correspond with Motorola's project roles. It is critical these resources are empowered to make provisioning decisions based on the Consortium's operational and administration needs. The Consortium project 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 project team must be committed to participate in activities for a successful implementation. In the event the Consortium is unable to provide the roles identified in this section Motorola may be able to supplement Consortium resources at an additional price.

Project Manager

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

1. Communicate and coordinate with other project participants.
2. Manage the Consortium project team including timely facilitation of efforts, tasks, and activities.
3. Maintain project communications with the Motorola Project Manager.
4. Identify the efforts required of Consortium staff to meet the task requirements and milestones in this SOW and Project Schedule.
5. Consolidate all project-related questions and queries from Consortium staff to present to the Motorola Project Manager.
6. Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
7. Ensure any customer or third party resources needed or requested for specific project meetings are available and able to attend.
8. Measure and evaluate progress against the Project Schedule.

9. Monitor the project to ensure resources are available as scheduled.
10. Attend status meetings.
11. Provide timely responses to issues related to project progress.
12. Liaise and coordinate with other agencies, Consortium vendors, contractors, and common carriers.
13. Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
14. Ensure Consortium vendors' adherence to overall Project Schedule and Project Plan.
15. Assign the personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for PremierOne and one or more representative(s) from the IT department.
16. 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.
17. Provide building access to Motorola personnel to all Consortium 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. (RFP Section 6.2.2)
18. Ensure remote network connectivity and access to Motorola resources.
19. 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.
20. Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
21. Ensure a safe work environment for Motorola personnel.
22. Provide signatures of Motorola-provided milestone certifications and Change Orders within five (5) business days of receipt.

Transformation Lead

The Transformation Lead, who may or may not be your Project Manager, must be able to holistically represent your organization and be able to work cross functionally between Motorola, your organization, and all stakeholders involved in the delivery of your new system. The Transformation Lead must be empowered to acknowledge the resource and time commitments required of your organization and authorize Motorola to proceed with scheduling the Project Kickoff event.

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 Consortium-owned provisioning maintenance and Consortium code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Business Process Review (BPR) stage of the project. They will attend Provisioning and Train the Trainer Training and remain engaged throughout the project to ensure they are able to maintain the provisioning post Consortium Provisioning handoff. For solutions that consist of multiple Motorola products (e.g. CAD and Records) the Consortium may elect to have multiple Application Administrators. The Application Administrator's responsibilities include:

1. Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
2. Participate with the SMEs during the BPR, provisioning process, and training.
3. Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
4. Obtain inputs from other user agency stakeholders related to business processes and provisioning.

GIS Analyst

The GIS Analyst is responsible for the development and maintenance of all of the GIS data used in the PremierOne system. The GIS Analyst must have working experience with Esri software including ArcCatalog, ArcMap, and ArcPro, knowledge of model builder, toolbox tools, and general database structure. Also, it is very important to have a working relationship with the named CAD Application Administrator. The GIS Administrator will be heavily involved in the data preparation for the system as well as data maintenance throughout the term of the Agreement. This will include but is not limited to the following standard responsibilities:

1. Provide GIS data in the Motorola required schema (ESRI based)
2. Develop, maintain, and update GIS data
3. Support of the GIS elements used in the system (Server, CAD consoles, etc.)

Subject Matter Experts

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

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the Consortium's educational monitors.

User Agency Stakeholders

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

2.3.5.3 General Consortium Responsibilities

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

1. All Consortium-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, or TDD equipment and the like.
2. Configuration, maintenance, testing, and supporting the third-party systems the Consortium operates which will be interfaced to as part of this project. The Consortium is responsible for providing Application Programming Interface (API) documentation to those systems that document the integration process for the level of interface integration defined by Motorola.
3. Initiate, coordinate, and facilitate communication between Motorola and Consortium's third-party vendors as required to enable Motorola to perform its duties.
4. Active participation of Consortium Subject Matter Experts (SME's) in project delivery meetings and working sessions during the course of the project. Consortium SME's will possess requisite knowledge of Consortium operations and legacy system(s) and possess skills and abilities to operate and manage the system.
5. The provisioning of Consortium code tables and GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
6. Electronic versions of any documentation associated with the business processes identified.
7. Providing a facility with the required computer and audio-visual equipment for training and work sessions as defined in the Training Plan.
8. Ability to participate in remote project meeting sessions using Meet or a mutually agreeable Consortium-provided alternate remote conferencing solution.

2.3.6 Project Planning

A clear understanding of the needs and expectations of both Motorola and the Consortium are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project specific information that is required to set clear project expectations and guidelines, create the Project Management Plan, project schedule and set the foundation for a successful implementation. Examples of specific information that is gathered include the Business Process Review Agency Pre-Kickoff Survey (a survey that is sent to the Consortium to collect agency-specific information such as dispatch logistics, communication center information, operational process, and workflow.) and the GIS Discovery Survey (used to assist Motorola Solutions in gathering information to better understand the Consortium's current capabilities and needs relating to the GIS.)

2.3.6.1 Project Planning Session - Teleconference/Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include:

1. Review the Agreement documents.
2. A summary review of the contracted applications, query(ies) and interface(s), and bill of materials.
3. Review project delivery requirements as described in this SOW.

4. Discuss which tasks will be conducted by on-site Motorola resources as well as the activities when the Motorola Project Manager will be on-site
5. Discuss Consortium involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
6. Review the initial Project Schedule and incorporate Consortium feedback resulting in the delivery Project Schedule. The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the Change Order provision of the Agreement.
7. Review the Project Management Plan.
8. Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards
9. Review Virtual Desktop (VD) and Learning eXperience Portal (LXP) role in the Project Plan delivery and obtain Customer User Name and Access Information.
10. Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
11. Discuss Consortium's obligation to manage change among the stakeholder and user communities.
12. Review the Business Process Review Agency Pre-Kick Off Survey. The information in the survey is used to prepare for the Business Process Review.
13. Review Software System completion criteria and the process for transitioning to support.

NOTE - Completing the Business Process Review Agency Pre-Kick Off Survey is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola Responsibilities

1. Schedule the remote Project Planning Session.
2. Request the attendance of any additional Consortium resources that are instrumental in the project as needed.
3. Provide the initial Project Schedule and Project Management Plan.
4. Provide the Business Process Review Agency Pre-Kickoff Survey and the GIS Discovery Survey.
5. Provide the PremierOne Agency Build Guide.
6. Conduct a review of the Project Management Plan.
7. Baseline the Project Schedule.
8. Review Motorola's delivery approach and its reliance on Consortium provided remote access.
9. Document the mutually agreed upon Project Kickoff Meeting Agenda.
10. Request user information required to establish the Consortium in the Motorola LXP.
11. Request sample GIS data in preparation for the GIS Planning Session.

Consortium Responsibilities

1. Schedule the availability of the Transformation Lead to meet with Motorola.
2. Ensure Consortium GIS Administrator reviews the PremierOne GIS build requirements.

3. Provide GIS sample to Motorola within ten (10) business days of the GIS Planning Meeting to avoid impact on the Project Schedule.
4. Provide required information to complete the PremierOne Agency Build Guide. Required information is to be provided prior to GIS Check Point #1 Addressing Validation, Routing, and Boundaries.
5. Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.
6. Provide approval to proceed with the Project Kickoff meeting.
7. Provide LXP user information as requested by Motorola.
8. Verify Consortium Administrator(s) have access to the LXP.
9. Review and complete the Business Process Review Agency Pre-Kick Off Survey within ten (10) business days of the Project Planning Session to avoid impact on the Project Schedule.

Motorola Deliverable

Title/Description
Project Kickoff Meeting Agenda
Project Management Plan
Business Process Review Agency Pre-Kick Off Survey Link
GIS Discovery Worksheet
PremierOne Agency Build Guide

2.3.6.2 Project Kickoff Meeting

The purpose of the Project Kickoff Meeting is to introduce project participants and review the scope of the project. The Project Kickoff event consists of various branching activities such as the Site Survey and Interface Planning session commence following the general kickoff meeting (while Motorola resources are still onsite) and the GIS Planning Session teleconference. The PM, lead Application Specialist, and lead Solutions Architect travel to Consortium site. Other Motorola project team resources may attend remotely. Availability of Consortium resources to participate in each branching activity is critical to the project success.

Motorola Responsibilities

1. Schedule and facilitate the Project Kickoff Meeting to clarify roles, responsibilities, establish team working relationships, and initiate project tasks.
2. Present a high level overview of project scope.
3. Confirm Consortium access to the LXP.

Consortium Responsibilities

1. Provide a meeting space equipped with remote conferencing capability enabling remote Motorola project team members to participate.
2. Identify and ensure participation of key team members in kickoff and project initiation activities.
3. Confirm access to the LXP.

Motorola Deliverables

Title/Description
Project Kickoff Meeting Minutes

2.3.6.3 GIS Planning Session – Teleconference/Web Meeting

A GIS planning session will be scheduled to review the GIS Build Requirements Document and complete an overview of the GIS components of the project. The agenda will include:

1. Review the Motorola GIS Build Requirements Document.
2. Discuss Consortium GIS skill-set and responsibilities.
3. Review the requirements of the Consortium GIS sample data provided by the Consortium that is required in the Motorola system.
4. Discuss any GIS related project questions.

Motorola Responsibilities

1. Schedule and conduct the remote GIS Planning Session.

Consortium Responsibilities

1. Review the GIS Build Requirements document prior the meeting.
2. Discuss any areas of concern relative to GIS and schedule requirements.

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

2.3.6.4 Interface Planning Session (RFP Section 6.6)

The objective of the interface planning session is to discuss the user experience presented by each contracted interface. Topics of discussion will include:

1. Reviewing the functionality delivered with each interface.
2. Reviewing the deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third party systems).
3. Reviewing the interface delivery and validation process.

The interface deployment requirements (NDA, network information, API, and access credentials required to connect to third party systems) are needed to begin deployment of the interfaces. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

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

Motorola Responsibilities

1. Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces.

2. Conduct reviews of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with local and remote systems.
3. Review the functional interface demonstration process.
4. Add interface related details to the CDR Summary report.

Consortium Responsibilities

1. Provide all required third-party API and SDK licensing and documentation for Consortium's existing systems.
2. Discuss and collect information on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting to avoid impact on the Project Schedule.
3. Establish network connectivity between the Motorola server(s) and all third-party interface demarcations.

2.3.6.5 Interface Design Review

Motorola and the Consortium will review Motorola's understanding of the interface design, at the time of contract, as documented in an Interface Specification Document (ISD) in order to ensure consensus of functionality of the interface prior to Motorola commencing with development efforts. The review will include the structure of the interface, involved data elements and data mapping, event trigger, update cadence, communication path, connectivity requirements and the expected user experience. Changes in design and or functionality identified during the review that material impact Motorola's level of effort to develop the interface will be evaluated for cost and price impact. In such cases Motorola reserves the right to provide the Consortium with a change order for the increased price or to descope the interface from the contract.

Motorola Responsibilities

1. Conduct a review of the interface to explain the design of the interface and how the interface functions in the Motorola system.
2. Work with the Consortium's third-party vendors, as required, to clarify any connectivity issues/data transfer issues.
3. Consensus of the design will be memorialized by Consortium signature on the design document before Motorola commences with any development activities.

Consortium's Responsibilities

1. Make knowledgeable individuals available for the reviews.
2. Provide clarity on the use case of the interface and verify the functional specification in the ISD meets the use case or identify desired changes to the specifications.
3. Facilitate communications and assist with resolution of issues that arise between Motorola and the Consortium's third-party vendor(s).
4. Assume costs associated with efforts required of the third-party vendors, which may include professional services, API/SDK fees, Non-Disclosure Agreements, licenses, and configuration or development, if necessary, to support desired interface functionality.
5. Memorialize the interface specification by signature expeditiously enabling Motorola to initiate development activities.

6. Initiate a Change Order for any modifications.

NOTE - Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. When information and access to systems is provided, 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 order provision of the Agreement.

2.3.6.6 Contract Design Review

The objective of the Contract Design Review (CDR) is to review the contracted Products, Project Schedule, bill of materials, Training Plan, System Validation Plan, and contractual obligations of each party. The CDR will commence immediately following the conclusion of the Project Kickoff meeting while Motorola resources are still on site. In the event the CDR cannot commence immediately following the Project Kickoff meeting while Motorola resources are onsite, Motorola will schedule a web conference session at a mutually agreeable date and time.

Motorola Responsibilities

1. Review third-party partner solutions and involvement in the project, as applicable.
2. Summarize and review the contracted Products, query(s), and interface(s) described in the System Description.
3. Review the initial Project Schedule and incorporate Consortium feedback resulting in the implementation Project Schedule. The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
4. Review the system bill of materials and note any necessary modifications.
5. Review the Training Plan, training delivery schedule and training requirements.
6. Plan installation activities with the Consortium project team.
7. Review the Consortium results of the Pre-Kickoff Business Process Survey. Depending upon availability of Consortium resources this may be conducted as a follow-up teleconference but must be completed prior to the commencement of Business Process Review activities.
8. Discuss the Product Validation demonstration process for the contracted products.

Consortium Responsibilities

1. Provide input to the Project Schedule dates.
2. Review the bill of materials and operating system software configuration with the Motorola project team.
3. Provide shipping address and receiver name.
4. Participate in reviewing the Training Plan.

Motorola Deliverables

Title/Description
Initial Project Schedule

2.3.7 Environment Review and Site Preparations

2.3.7.1 Site Survey and IP Network Analysis (RFP Section 6.4)

Following the Project Kickoff meeting, while Motorola resources are on site, Motorola will review the existing infrastructure(s) and installation location(s) to validate that the installation environment(s) and local and wide area networks will provide optimal support of the Motorola solution. A single site Survey/IP Network Analysis will be conducted at the primary installation location and a single site survey will be conducted at the disaster recovery location if an on-premise disaster recovery system has been included in the contract. The purpose of the site survey is to confirm the Consortium's installation environment conforms to the site requirements presented in the System Description and hardware manufacturer specification verifying that the physical installation environment is accessible, without special accommodation, to support the movement of equipment in Consortium's facility from receiving dock to the equipment room. Examples of areas of concern include door/hallway widths and heights, stairs, elevator weight limitations, ventilation including cooling, power receptacle locations and power types.

Motorola makes no provision for cabling, special accommodations, power consumption or capital improvements to the installation environment that may be required to support the Motorola system.

Motorola Responsibilities

1. Review the site requirements section of the System Description with the Consortium.
2. Facilitate a meeting to review the physical installation environment and equipment travel path from receiving dock through equipment room.
3. Analyze IP network data.
4. Prepare a report with recommendations for any site and or network preparation required to provide an optimal environment for installation of the system equipment and identify any deficiencies related to power, power supplies, cabling, IP network connectivity, and communications equipment.

Consortium Responsibilities

1. Provide escorted access to the installation location where Motorola system equipment will be installed.
2. Provide documentation on the current infrastructure, i.e. existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware requirements.
3. Provide information on current network architecture and configuration as well as physical site information such as building plans and schema's, as required.
4. Make knowledgeable staff available to explain the current architecture, infrastructure, and environment and physical environment conditions (e.g. building engineers/electrician) as needed.
5. Provide a site for the installation, operation, and maintenance of all computer server(s), workstation(s), and related peripheral in accordance with Motorola requirements and all network infrastructures described in the System Description.
6. Ensure the computer processor(s), operating system software, third-party software, all associated workstations, printers, communications, and related components conform with the specifications in the System Description.

7. Provide a programmer work area for Motorola on-site staff in the primary facility, located near, but outside of the computer machine room. The room will be equipped with a workstation, AC power to support workspace for a minimum of two (2) people, and Internet access. Wireless access is recommended. This work area will be available during the course of the project.
8. Provide 24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring throughout the course of the project and maintenance and warranty phases.
9. Review and approve the final hardware and operating system software configuration with the Motorola project team.
10. Provide any cabling or capital improvements required for the installation environment and/or power consumption considerations.

Motorola Deliverables

Title/Description
Site Survey and Network Analysis Results

2.3.8 GIS Services

2.3.8.1 GIS Scope Review

The Motorola GIS Analyst meets remotely with the Consortium's GIS Administrator to discuss the approach to developing the GIS data for use with the PremierOne system.

GIS Scope Review topics that will be discussed include:

For CAD - Agency Response boundaries needs, routing requirements, premise hazard areas and specifics for address validation using street centerlines, common places, address points, and alias tables. premise hazard areas.

For Records - data types necessary for address validation support in the system. These data types include: street centerlines, commonplace points, address points, street alias tables and commonplace alias tables.

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

Motorola Responsibilities

1. Review GIS Draft Data Verification Report.
2. Discuss current GIS business practices.
3. Discuss GIS data types that are going to be utilized within the PremierOne system.
4. Discuss frequency of GIS updates to current service and desired frequency.

Consortium Responsibilities

1. Ensure availability of GIS administrator for this meeting.
2. Finalize the agency code and beat names for the geodatabase. All of the data will be required but the streets, address points and common places can be works in progress that can be updated as the project moves. along. The agency and beat names should be final by provisioning.

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

Motorola Deliverables

Title/Description
GIS Draft Verification Report

2.3.8.2 GIS Boundaries Meeting

If PremierOne CAD is contracted as a System component, the Motorola GIS Analyst will meet remotely with the Consortium's GIS Administrator and CAD SMEs to discuss and confirm Response Boundaries data that is loaded into PremierOne CAD. Motorola will provide an overview of the available boundaries types and their function that can be used in PremierOne CAD.

Topics that will be discussed include confirmation of the Consortium's Agency Code and Beat Names, and provide an overview of the Agency Code and Beat names role in the PremierOne CAD to determine if any modifications need to be made prior to import into the PremierOne. The Agency Code and Beat Names must be provided to Motorola prior to the GIS Boundaries Meeting.

Motorola Responsibilities

1. Provide an overview of the Agency Code and Beat Names role in PremierOne CAD.
2. Discuss additional boundary capabilities and data development needs.

Consortium Responsibilities

1. Ensure availability of GIS administrator for this meeting.
2. Confirm Agency Code and Beat Names readiness for load into PremierOne.

NOTE - Import of the Agency Code and Beat Names for the geodatabase is a critical Project Task. Delayed, incomplete or inaccurate information may have a significant impact on the Project Schedule.

Motorola Deliverables

Title/Description
Response Boundary overview

2.3.8.3 GIS CheckPoint Meetings

The Motorola GIS Analyst and Consortium's GIS Administrator will participate in up to five (5) - two (2) hour remote CheckPoint Meetings in accordance with the Project Schedule. CheckPoint meeting topics are outlined as:

1. GIS Check Point #1 Initial Data Review/Discussion

Delivery of revised Consortium GIS Data based on GIS Draft Data Verification Report is required prior to this Check Point

2. GIS Check Point #2 Readiness for GIS Load

Delivery of revised Consortium GIS Data based on GIS Draft Data Verification Report updates is required prior to this Check Point

3. GIS Check Point #3 Consortium GIS Load Review**4. Completion of PremierOne GIS Import Training is required prior to this Check Point****5. GIS Check Point #4 General GIS Check-In****6. GIS Check Point #5 GIS Go Live Readiness****Motorola Responsibilities**

1. Conduct the GIS CheckPoint Meetings
2. Evaluate Consortium GIS data as submitted

Consortium Responsibilities

1. Based on the GIS Data Draft Verification Report, make required changes to meet the Motorola defined GIS requirements

Motorola Deliverables

Title/Description
GIS Draft Data Verification Report Updates

2.3.8.4 GIS Draft Geodatabase

The draft geodatabase will be created and uploaded to the PremierOne server to support provisioning efforts and draft maps will be created for use by the CAD workstations. If PremierOne CAD is not a System component, the GIS Draft Geodatabase is still required as it serves as the supporting data for address validation in PremierOne Records.

Error reports that are produced as a result of developing the draft geodatabase will be delivered to the Consortium in updates to the GIS Data Draft Verification Report.

The final geodatabase will be delivered during the GIS Import Tool Training, which is described in the Training Plan. Following completion of GIS Import Tool Training, the Consortium will be responsible for maintenance of the geodatabase.

Motorola Responsibilities

1. Create the draft geodatabase, maps and Routing Network.
2. Create the draft geodatabase.
3. Provide updates to the GIS Data Draft Verification Report reflecting any issues found during the geodatabase build.
4. Provide up to three (3) draft geodatabases.

Consortium Responsibilities

1. Correct any GIS errors identified in the GIS Data Draft Verification Report from geodatabase build.

Motorola Deliverables

Title/Description
GIS Draft Geodatabases

2.3.9 Business Process Review (BPR) and System Provisioning

2.3.9.1 Business Process Review (RFP Section 6.5)

A Motorola led Business Process Review (BPR) provides Motorola and the Consortium the opportunity to review current operational processes and workflows and determine the provisioning parameters that will provide the most optimal use of the PremierOne and CommandCentral system. A BPR session will be conducted for each of the contracted Product categories: CAD/Mobile, Records (and Jail if included in the Contract) and CommandCentral. The information collected in the BPR will provide Motorola the framework for how the product(s) will be provisioned and configured to best meet the Consortium's needs. The three day on-site BPR review will be conducted during the traditional business hours Monday through Friday 8:00 a.m. to 5:00 p.m.

A single instance of the activities described as "the BPR" will be conducted for a combined law enforcement and fire dispatch audience unless specifically stated otherwise in this SOW. The results of the BPR will be used in the creation of a single CAD provisioning profile for law enforcement and fire/EMS dispatch.

Motorola will schedule a separate review session to review the Consortium results of the Business Process Review Survey and provide the Consortium with an overview of the Records modules. BPR activities will be conducted with Consortium designated Records personnel and the BPR data will be used in the creation of a single CAD and Records provisioning profile.

The Consortium is responsible for engaging all user agencies that will be provisioned in PremierOne to obtain required inputs. If an additional BPR or provisioning for additional agencies is required, it will be addressed via the change order provision of the Agreement.

The BPR should be attended by senior operational decision makers, such as dispatch supervisors, senior call takers/dispatchers, senior records clerks, and records supervisors as applicable. Manager-level personnel can help guide the discussion of policies that have the potential to be improved or modified. The practical input based on experience in the Consortium's operational environment is often indispensable in the later configuration of the system.

The BPR agenda will include items such as the following:

- Business Process Review Survey Responses.
- Provisioning processes for the contracted Products (CAD/Mobile and or Records).
- Overview of the contracted Products.
- Agency and Discipline Information (Agency Type, # of Personnel, shift types).
- User Permissions/Security Groups.

- Interface Field Mapping Provisioning.
- Provisioning Overview - PremierOne Agency Build Guide (provided post contract).
- For CAD deployments, discuss:
 - Agency data gathering (includes incident types, unit status codes, dispositions, unit IDs, and personnel).
 - Dispatcher/Responder workflow (incident creation to closure).
 - Notifications and Status Monitors.
- Reporting Review.
- For Records deployments discuss:
 - Overview of the records product with designated Records users
 - Records business process flows
 - Standard module tailoring (Up to 8 field modifications per module)
 - Module Field Definitions: (Pane Name, Group Name, Grid Name, Captions, DB Name, Field Type, View (Read Only, Required, visible), Display Length, Max Length, Code Table, Dependencies, Actions (Mask/Conversion), Field Validations, Indexing, Data Grid and RDW Configurations, Expungement Types, CI Master Mappings, Smart Copy Settings)
 - Code tables
 - Document Views & Workflows
 - Printouts and RDLC Reports
 - Data View and SSRS Reports
 - Priority and Responsible Party
 - Role-based training recommendations.
- For CAD BPR - Conduct one (1) Site Visit and one (1) Ride Along with a communications or dispatch agency and conduct a single interview session with CAD agency personnel (as designated by the Consortium).
- For Records BPR - Conduct one (1) Site Visit and one (1) Ride Along with a Records division unit and conduct a single interview session with Records personnel (as designated by the Consortium).

Motorola Responsibilities

1. Provide the BPR Agenda/Workbook prior to the meeting.
2. Complete the BPR Workbook.
3. Review the documented business processes and provide configuration options.
4. Review the completed BPR Workbook.
5. Provide provisioning worksheets for the Consortium to complete.
6. Conduct a single BPR session for each Product in the system (one for CAD/Mobile, one for Records) inclusive of sit-alongs and ride-alongs. CAD/Mobile BPRs will be conducted within the same on-site trip as the Records BPR.
7. Create and deliver the Records Operational Review document. The Records Operational Review document memorializes Motorola's understanding of Records business processes and enables Motorola to assess the best approach to provisioning the Records system to best enable existing processes.

Consortium Responsibilities

1. Review the BPR Agenda/Workbook prior to the meeting.
2. Schedule applicable resources (dispatch, police and fire/EMS, and Records personnel for sit-alongs, ride-alongs and interview sessions).
3. Provide resources knowledgeable in the Consortium's business processes to provide relevant documentation on the workflow and operating procedures.
4. Provide Motorola with forms, reports, and templates to be created in PremierOne Records to aid Motorola in developing the Records Operational Review Document.
5. Complete provisioning worksheets.
6. Provide required information to complete the BPR, such as:
 - Field modification decisions.
 - Personnel information provided.
 - Workflow configuration.
 - Document colors.
 - Agency logo provided (if desired by the Consortium).
7. Review the completed BPR Workbook and Records Operational Review Document.

Motorola Deliverables

Title/Description
BPR Agenda
BPR Workbook
Records Operational Review Document

2.3.9.2 Records Detailed Design Document

Motorola will review the Records Operational Review document with the Consortium and solicit feedback. Motorola will incorporate any modifications into the document based on the Consortium feedback and present the Consortium with a Records Detailed Design Document..

The Records Detailed Design Document will contain the standard tailoring parameters (up to eight field level modifications per records module) and any module and or form development included in the contract. It is anticipated that iterative updates will be required over a ten (10) business day period in order to reach mutual agreement. The result is the final Records Detailed Design Document that serves as the basis for Records tailoring and for Records validation demonstration.

The Records Detailed Design Document will also provide a level of effort estimate for module level modifications and or form development that exceed the scope of standard module tailoring and or not expressly stated as being developed and provided by Motorola. The Consortium may make module level modifications/develop new forms themselves using the Advanced Configuration Tool (ACT) or contract with Motorola to do this work via the change provision of the Agreement.

Motorola Responsibilities

1. Review the Records Detailed Design Document with the Consortium for the purpose of obtaining mutual understanding of the scope of work, levels of effort, work duration, and resources needed to complete the work.

2. Memorialize mutual understanding and agreement of the finalized Records Detailed Design Document via signature.

Consortium Responsibilities

1. Review the Records Operational Review Document with Motorola.
2. Memorialize mutual understanding and agreement of the Records Operational Review Document via signature.
3. Request additional Motorola assistance via the change order provision of the Agreement for additional module/form development.

Motorola Deliverables

Title/Description
Finalized Detailed Design Document to include:
☒ Business Process Flows ☒ Field Level Modifications ☒ Document Views ☒ Security Groups ☒ Interface Mappings ☒ Data Conversion Mappings ☒ Document Workflows ☒ Printouts ☒ RDLC Reports ☒ Data Views ☒ Estimated level of effort to develop ☒ List of Identified SSRS Reports ☒ Short Description ☒ Priority ☒ Due By [Training, Go-Live, Post Go-Live <time frame>] ☒ Responsible Party ☒ Motorola-developed modules and reports ☒ Field demonstration scenario recommendations ☒ Provide recommendations to the role based training approach

2.3.9.3 PremierOne Provisioning

PremierOne provisioning includes the configuration of user configurable parameters (unit names, personnel, status codes). The PremierOne system will be provisioned using Motorola standard provisioning parameters and will incorporate Consortium-specific provisioning. PremierOne provisioning for CAD is defined in the PremierOne CAD File Build Document. Provisioning for Records will be per the Records Operational Review Document.

Provisioning activities include instruction of the mechanics and methodologies required to complete system provisioning and provides the Consortium with the required knowledge to complete and maintain system provisioning as required to support the Consortium's operational needs. On-site Provisioning Training is presented as outlined in the Training Plan for the contracted Products.

Consortium-specific provisioning parameters will be collected from the Consortium using Provisioning Export Worksheets. Motorola will review the Provisioning Export Worksheets with the Consortium to identify the information that is required for the Consortium-specific provisioning data tables. The Consortium is responsible for determining the number and type of provisioning profiles (e.g. Law profile, Fire profile...) required to support their operation. The Consortium will be responsible for completing the Provisioning Export Worksheets in the proper format and with agency specific information. The information collected in the worksheets will be imported into the system exactly as it is provided by the Consortium. The Consortium will provide the completed Provisioning Export Worksheets within ten business days of receipt so as not to impact the Project Schedule.

PremierOne provisioning activities will be completed for each contracted Product included in the system: CAD/Mobile and Records. PremierOne provisioning data collection and import is a critical project Milestone. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

The responsibility for maintaining the Consortium provisioning will transfer to the Consortium post completion of the Provisioning Training workshop. If the Consortium requires additional Motorola provisioning support, it can be provided via the Change Order provision of the Agreement.

PremierOne CAD Provisioning Scenario

If PremierOne CAD is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks for CAD.

Motorola Responsibilities

1. Conduct a remote review of the standard provisioning database with the Consortium prior to the start of provisioning.
2. Provide and review the Provisioning Export Worksheets with the Consortium.
3. Conduct a conference call with the Consortium to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.
4. Pre-provision PremierOne CAD per the PremierOne CAD File Build.
5. Modify the CAD user interface with the field level changes (move, hide, label change) identified in the Provisioning Worksheets.
6. Conduct CAD Provisioning Training.
7. Conduct the following three-day remote Check Point sessions:
 - Check Point #1 Follow-up Provisioning Review/Discussion.
 - Check Point #2 Provisioning Review/Handoff/Client Installation Procedures.
 - Check Point #3 Trainer the Trainer Readiness.

PremierOne Records Provisioning Scenario

If PremierOne Records is a part of the contracted system, provisioning will include the configuration of user configurable parameters (personnel, security groups, and workflows) to support Records operations. PremierOne Records Product provisioning will result in a single provisioning profile for the contracting/primary agency.

Motorola Responsibilities

1. Use the information from the Records Detailed Design Document to complete Records tailoring.
2. Complete the import of the data from Provisioning Worksheets.

3. Conduct standard provisioning with base code tables inclusive of NCIC values, and the imported data as identified in the Records Detailed Design, ready for the Consortium to apply Consortium-specific provisioning parameters
4. Conduct a remote demonstration to the Consortium validating the standard provisioning
5. Conduct Records Provisioning Training.
6. Conduct the following four-hour remote Check Point sessions:
 - Check Point #1 Follow-up Provisioning Review/Discussion.
 - Check Point #2 Provisioning Review/Handoff/Client Installation Procedures.
 - Check Point #3 Trainer the Trainer Readiness.

PremierOne Provisioning Activities

For all provisioning scenarios the Consortium will complete the following tasks for each contracted Product in the system:

Consortium Responsibilities

1. Participate in BPR/Operation Design review and provisioning verification sessions.
2. Complete Provisioning Worksheets in accordance with the Project Schedule.
3. Provide Motorola with forms, reports, and templates to be created in PremierOne Records to aid Motorola in developing the Operational Review Document.
4. Provide examples of forms currently being used in the Citation workflow.
5. Attend Provisioning Training prior to commencing with Consortium Provisioning activities
6. Complete Consortium provisioning activities per the Project Schedule.
7. Review the Records Operational Design Document with Motorola.
8. Actively participate in provisioning checkpoints.
9. Memorialize mutual understanding and agreement of the Operational Design Document via signature (applicable to PremierOne Records).
10. Complete Consortium specific provisioning activities and maintain the provisioning profiles.

Motorola Deliverables

Title/Description
Updated CAD UI
Provisioning Training
Provisioning Checkpoints

Provisioning Finalization

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

Motorola Responsibilities

1. Conduct an operational walk through of the provisioned system enabling the Consortium to verify the operational behavior of the provisioned system.
2. Consult with the Consortium on provisioning options that better support the Consortiums business operations.
3. Provide guidance on making desired provisioning updates.

Consortium Responsibilities

1. Participate in the Provisioning Optimization Session
2. Note desired provisioning updates.
3. Update provisioning tables, as desired.

Motorola Deliverables

Title/Description
Completed Provisioning Finalization working session

2.3.10 Hardware and Software

2.3.10.1 Hardware Procurement

Motorola will procure the system equipment in accordance with the bill of materials.

2.3.10.2 System Staging

System staging provides for the installation of the software components on the hardware procured by Motorola at our staging facility. The system will be tested and verified to be operational in a staged environment. Once validated, the system will be packaged and shipped to the Consortium's location for installation.

Motorola Responsibilities

1. Receive the contracted hardware, software, and related components at the Motorola staging facility.
2. Rack and install hardware components.
3. Install and configure system software.
4. Ship staged system to the Consortium's installation site.

Consortium Responsibilities

1. Receive the staged system and securely store it until Motorola installation.
2. Provide acknowledgement of receipt of delivered equipment.

Motorola Deliverables

Title/Description
Equipment Inventory
Staged System Delivery

2.3.10.3 On-Site Installation

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

Motorola Responsibilities

1. Install the staged system in the Consortium's environment.
2. Conduct a Power On test to validate the installed hardware and software are ready for configuration.
3. Load preliminary provisioning data.
4. Verify contracted software is available and accessible on the installed system.

Consortium Responsibilities

1. Validate server room availability and meets the requirements stated in the System Description.
2. Provide power and network connectivity at designated workstation installation locations.

Motorola Deliverable

Title/Description
Power On/Installation Verification

2.3.10.4 Cumulative Updates

Motorola may install a Cumulative Update (CU) of the PremierOne software to address contractual requirement(s) following the initial system software installation. A remote demonstration of the newly introduced or modified features/functions will be provided to the Consortium. CU delivery is determined at Motorola's discretion. If a CU that introduces new functionality is delivered following the conclusion of Motorola training, the Consortium may purchase additional training as desired in accordance with the Change Order provisions in the Agreement.

Motorola Responsibilities

1. Provide release notes.
2. Remotely install CU.
3. Remotely demonstrate any new delivered features as needed.

Consortium Responsibilities

1. Witness the demonstration of newly installed features, as required.
2. Provision the additional functionality as desired, based on the release notes.
3. Educate users on new features.

Motorola Deliverable

Title/Description
Cumulative Upgrade installation

2.3.10.5 Client Software Installation

Client software will be installed on the CAD/Records workstations/mobile devices to facilitate provisioning training and provide instruction to Consortium personnel who will complete software installation on the remaining workstations/devices.

Motorola Responsibilities

1. Verify system readiness.
2. Request client software.
3. Deliver the Pre-Installation Preparation Checklist.
4. Provide instruction on client software installation and install client software on up to five (5) client workstations and or mobile devices.
5. Provide instruction on client software deployment utility.
6. Create Records client installation executable(s).
7. Verify Records Mobile client software functionality in offline mode.

Consortium Responsibilities

1. Provide and install Oworkstation/mobile device hardware in accordance with specifications.
2. Assign personnel to observe software installation training.
3. Complete installation of client software on remaining workstations and mobile devices.

Motorola Deliverables

Title/Description
Pre-Installation Preparation Checklist
Installation Guide

2.3.10.6 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 System Description and Project Schedule. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

2.3.10.7 Interface Development

Development will be completed in accordance with an interface design document. The Consortium is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

1. Develop interfaces in accordance with the interface design document.
2. Establish connectivity to external and third-party systems.
3. Configure interfaces to support the functionality described in the interface design document.

4. Demonstrate the interface usability.

Consortium Responsibilities

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

NOTE - Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. When information and access to systems is provided, 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 order provision of the Agreement.

Motorola Deliverables

Title/Description
Contracted Interfaces

2.3.10.8 Interface Deployment

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 Consortium is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

1. Establish connectivity to external and third-party systems.
2. Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Planning Session.
3. Validate each interface can transmit and/or receive data in accordance with the System Description.

Consortium Responsibilities

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

Motorola Deliverables

Title/Description
Contracted interfaces and integration

2.3.10.9 Integration Activities

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

Motorola Responsibilities

1. Establish and validate connectivity between the Motorola systems.
2. Validate each system can transmit and/or receive data.

Consortium Responsibilities

1. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
2. Provide network connectivity between the Motorola systems.

2.3.10.10 State Uniform Crime Reporting (UCR)/Incident Based Reporting System (NIBRS)/Interface

Motorola will deliver contracted software to support federal UCR/NIBRS reporting requirements.

Motorola Responsibilities:

1. Deliver the UCR/NIBRS reporting capability or Develop the state layer reporting capability.
2. Collaborate with the Consortium to understand any provisioning parameters that may be or are impacting UCR/NIBRS submission acceptance in the event of an initial failed submission.
3. Modify the state layer to account for any requirements necessary to be compliant with state specific reporting requirements, as required by the State, and upon receipt of an official state communication.

Consortium Responsibilities:

1. Serve as the intermediary between Motorola and the State in clarifying reporting requirements between state requirements and PremierOne Records state layer submission functionality.
2. Facilitate any required meetings between Motorola and the State.
3. Initiate a UCR/NIBRS submission to the State.
4. Resolve any provisioning issues impacting State submission acceptance.
5. In the event of a failed submission:
 - A. Communicate the discrepancy in reporting requirement to the State.
 - B. Obtain an official state communication clearly articulating the State's requirement.
 - C. Forward a copy of the official state communication to Motorola

Motorola Deliverables

Title/Description
UCR/NIBRS Reporting

2.3.10.11 State Crash Report (Traffic Accident Reporting)

Motorola will develop the Texas Crash Report and describe additional related forms here.

Motorola Responsibilities:

1. Scan hard-copy forms into PremierOne Records and develop Crash Reporting functionality.
2. Integrate the Crash Report and PremierOne Records.
3. Submit the developed forms to gain State acceptance.
4. Collaborate with the Consortium to understand any provisioning parameters that may impact report submission acceptance, in the event of an initial failed submission.
5. Modify the crash report to account for compliance with state specific reporting requirements, as required by the State, and upon receipt of an official state communication.

Consortium Responsibilities:

1. Initiate a submission of the Crash Reports to the State.
2. Resolve any provisioning issues that affect State submission acceptance.
3. Serve as the intermediary between Motorola and the State in clarifying reporting requirements between state requirements, Consortium requirements, and PremierOne Records Crash Report submission functionality.
4. Obtain an official state communication clearly articulating the State's requirement.
5. Forward a copy of the official state communication to Motorola.

Motorola Deliverables

Title/Description
Texas Crash Report

2.3.11 Reports and Dashboards**2.3.11.1 Reports**

Motorola will deliver the standard reports library and has not included the effort to develop any Consortium-specific or Consortium-defined reports. A list of the standard reports delivered with the installed version will be provided upon request.

Motorola Deliverables

Title/Description
PremierOne Standard Reports

2.3.11.2 Intelligent Data Discovery

The objective of this task is to introduce the functionality available via the Intelligent Data Discovery (IDD) tool. IDD Training will be conducted in accordance with the Training Plan.

For CAD: Motorola will review the three (3) standard CAD dashboards and the View Only CAD IDD Bundle for a single agency as described in the System Description, and develop two (2) Consortium-defined dashboards as described in the System Description.

For Records: Motorola will review the three (3) standard dashboards for a single agency and develop two (2) Consortium-defined dashboards as described in the System Description.

This effort will utilize the Consortium's existing Microsoft SQL Server licenses and Business Intelligence tools to configure dashboards and data views using data available from the PremierOne environment.

Motorola Responsibilities

1. Conduct a two (2) day overview/consultation to review standard dashboards and reports.
2. Define and document requirements for the Consortium-defined dashboards.
3. Create Consortium-defined dashboards based on a list of 50 graphical elements (maps, charts, gauges, etc.)
4. Install the standard and Consortium-defined dashboards. (This task will occur during the IDD training course.)

Consortium Responsibilities

1. Perform data entry (incident creation, dispatch, disposition, etc.) to confirm sufficient data exists for reporting.
2. Define requirements for the Consortium-defined dashboards within thirty (30) days of the overview/consultation.
3. Assign resource(s) that have received the CAD SSRS (Ad hoc) Reporting training to participate in the review of the dashboards.
4. Assign resource(s) that have received the Records Ad hoc Reporting training to participate in the initial dashboard consultation and review delivery of the dashboards.

Motorola Deliverable

Title/Description
Dashboards (standard and customer-defined)

2.3.12 System Training (RFP Section 6.9)

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (on-line) and instructor-led (on-site or remote). Training delivery methods vary dependent on course content. Training is delivered in accordance with the Training Plan.

2.3.12.1 Learning eXperience Portal (On-line Training)

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

Motorola Responsibilities

1. Initial set up and addition of administrators.
2. Provide instruction to Consortium LXP Administrators on:
 - A. Adding and maintaining users
 - B. Adding and maintaining Groups
 - C. Assign courses and Learning Paths

D. Running reports

Consortium Responsibilities

1. Provide Motorola with names (first and last) and emails of Consortium LXP administrators.
2. Provide access to LXP.
3. Complete LXP Administrator training.
4. Advise users of the availability of the LXP.
5. Add/modify users, run reports, and add/modify groups.

2.3.12.2 Instructor-Led Training (On-site and/or Remote/virtual)**Motorola Responsibilities**

1. Deliver User Guides and training materials in electronic format.
2. Perform training in accordance with the Training Plan.
3. Provide Consortium with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Consortium Responsibilities

1. Supply classrooms with a workstation for the instructor and at least one (1) workstation for every two (2) students based on the requirements listed in the Training Plan.
2. Designate training representatives who will work with the Motorola trainers in the development and delivery of training.
3. Conduct/facilitate training of all end users not provided by Motorola in accordance with a Consortium-developed training delivery plan.

Motorola Deliverables

Title/Description
Electronic versions of User Guides and training materials
Attendance Rosters

2.3.12.3 Advanced Configuration Tool

The Advanced Configuration Tool (ACT) is an application development tool designed to provide skilled PremierOne Records resources the ability to modify and develop records functionality. Using ACT, trained resources can design the navigation flow for modules and develop application components, such as search fields, data grids, default views, and in-module reports. ACT is also used to modify and develop modules in order to provide functionality to support Consortium-specific business processes. Unlike configuration or provisioning, development done in ACT creates additional database structures and application code.

The skilled resource will be familiar with relational database logic, data types, and understand data theory. The skilled resource must understand the agency's end-to-end business operation, anticipate specific reporting needs, and envision the required inputs to support the desired reporting outputs.

The Consortium representative(s) will attend ACT training.

Motorola Responsibilities

1. Make ACT training available to the Consortium.

Consortium Responsibilities

1. Attend the ACT training.

NOTE - ACT changes made to the system outside of those captured in the Operational Design Document should be reviewed with the Motorola Application Specialist. Failure to do so prior to making changes using ACT could negatively impact the system and impair Motorola's ability to support the system.

Motorola Deliverable

Title/Description
Advanced Configuration Tool
Advanced Configuration Training

2.3.13 Product Validation (RFP Section 6.7)

The system is exercised throughout the delivery of the project by both Motorola and the Consortium via provisioning and training activities. To solidify Consortium confidence in the system and prepare for live use operation, Motorola will perform prescribed system validations in accordance with a Product Validation Plan.

Note that validation will occur prior to the initial agency go-live at the Consortium (League City). Once validation has successfully been completed, the Consortium may conduct additional tests once each communication center has been brought online. These additional tests will not be staffed by Motorola resources.

2.3.13.1 Product Validation Plan

The objective of this series of tasks is to finalize the activities to be conducted in accordance with the final Project Validation Plan. The Project Validation Plan will be finalized following system provisioning activities. The Project Validation Plan describes the scope and objectives of each type of demonstration executed by Motorola as well as the techniques used during each type of demonstration and the completion criteria. The Consortium may execute their own tests outside the scope of Motorola's demonstration responsibility as desired.

The Product Validation Plan covers the following types of demonstrations:

- Functional Validation
- Interface Validation

Motorola Responsibilities

1. Finalize the Project Validation Plan based on information gathered throughout the project kickoff and provisioning phase of the project.
2. Distribute a copy of the plan to the Consortium's Project Manager.
3. Review the schedule of demonstration activities.
4. Execute the Product Validation Plan in accordance with the project schedule.

Consortium Responsibilities

1. Receive the Project Validation Plan.
2. Review the Project Validation Plan activities.
3. Notify the Motorola Project Manager of any items that require discussion.
4. Initiate any desired user testing.

Motorola Deliverable

Title/Description
Product Validation Plan

2.3.13.2 Functional Validation

The objective of Functional Validation is to demonstrate the features and functions of the system in the Consortiums provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Consortium's operations or for which the system has not been provisioned. The functional demonstration is estimated to span three (3) consecutive business days, on-site, during the Consortium's regular business hours. The functional demonstration is a critical activity that must occur following the completion of provisioning and no later than the completion of training.

Motorola Responsibilities

1. Conduct functional validation according to the Functional Validation Plan.
2. Develop a Remediation Plan for features and functions that do not perform preventing the Consortium from obtaining beneficial use of a module.
3. Manage the Remediation Plan and coordinate Motorola remediation actions.

Note: The Remediation Plan will identify the remediation action and the action owner (the Consortium or Motorola). Remediation steps may involve provisioning modifications, system configuration changes and or software version update.

Consortium Responsibilities

1. Ensure required resources are present for their specific area of responsibility.
2. Witness the functional demonstration and acknowledge its completion.
3. Participate in developing the Remediation Plan.
4. Coordinate and manage Consortium remediation actions.

Motorola Deliverable

Title/Description
Completed Functional Validation Results
Remediation Plan

2.3.13.3 Interface Validation

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

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

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

Motorola Responsibilities

1. Conduct Interface Validation demonstration.
2. Develop a Remediation Plan for anomalies that do not align with the functionality presented in the ISD.
3. Manage the Remediation Plan and take Motorola remediation actions.

Consortium Responsibilities

1. Ensure required resources are present for their specific area of responsibility.
2. Provide access to a resource with access to the interfacing system to validate functionality.
3. Witness the execution of the demonstration and acknowledge successful completion.
4. Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).
5. Coordinate and manage Consortium remediation actions.

Motorola Deliverable

Title/Description
Completed Interface Validation Results
Remediation Plan

2.3.14 Go Live

2.3.14.1 Go Live Planning

Motorola will provide support of the Consortium's efforts with commencing live operational use of the system at the initial agency go-live (League City). Motorola resources are supplemental to Consortium resources and provide support to Consortium trainers and subject matter experts. Consortium trainers and subject matter experts are the first line of support to end users in the transition of live operations from the Consortium's legacy system to the Motorola system.

Based upon the Consortium's expected order of deployment listed above, Motorola is providing a phased deployment of CAD/Mobile first, followed by Records (includes Booking module).

Motorola will work with the Consortium to develop a detailed Cutover Plan. This plan includes the following information:

- Motorola and Consortium resources and staffing
- Pre-cutover tasks/activities to be performed leading up to go live

- Readiness review meetings
- Contingency/roll-back plans
- Go live tasks and responsibilities during and after the live cut
- Post live cut support resources and schedules
- Issue reporting process
- Escalation process

Motorola Responsibilities:

1. Facilitate meetings with Consortium staff to develop and document the Cutover Plan.

Consortium Responsibilities:

1. Coordinate the participation of Consortium technical and operational staff in cutover planning and development and documentation of the Cutover Plan.

Motorola Deliverable

Title/Description
Cutover Plan

2.3.14.2 Motorola Support Engagement

As part of go live planning, the Motorola Project Manager will complete a System Configuration workbook consisting of Consortium contact information and information required for remote access to the system. Motorola will schedule a Support Engagement meeting between the Project Manager, Customer Support Manager ("CSM"), Focal Support Technician and the Consortium's project team representatives. The CSM will review the Customer Support Plan with the Consortium, including contact information and the process for obtaining support.

2.3.14.3 Go Live Event

In accordance with the Cutover Plan, Motorola and the Consortium will begin transitioning the Consortium from their legacy system to live operation use of the PremierOne system. Motorola will provide on-site support at one (1) communications center (League City) in accordance with the Cutover Plan.

Limited remote support is available as the Consortium brings additional Consortium communication centers online.

Motorola Responsibilities:

1. Work with the Consortium to schedule the date and time for the go live event.
2. Facilitate the Support Engagement Meeting between the Consortium and the Motorola Support organization.
3. Execute the Cutover Plan.
4. Provide on-site resources as specified in the Go Live Plan to support the Consortium's System Administrators, Trainers and SME's as they provide first level support to end users. Unless otherwise documented in the Go Live Plan, support will be provided in accordance with the following: (Support commences upon cutover to the respective system.)

5. Inform Consortium staff about the Customer Support Plan and the process to contact Customer Support.

Starting at Day of Live Cut		Motorola Onsite Cutover Resources		
Product	Job Classification	Number of Resources	Daily Hours of Coverage	Total # Live Cut Support Days
PremierOne CAD/Mobile	Application Specialist	2	16	2
PremierOne Records	Application Specialist	2	16	2
PremierOne CAD and Records	Solutions Architect	1	8	2

Consortium Responsibilities:

1. Coordinate the participation of Consortium technical and operational staff in cutover planning and development and documentation of the Cutover Plan.
2. Identify Trainers and SME's who will serve as first line support to end users during Go Live activities.
3. Manage Go Live activities.
4. Perform and support the cutover activities defined in the Cutover Plan.
5. Engage the Motorola Solutions project team as needed.

Motorola Deliverable

Title/Description
Completion of Go Live Activities

2.3.14.4 Documentation (RFP Section 6.2.4)

As part of project completion, Motorola will validate the Consortium's receipt of electronic copies of the following documentation:

- User Guides (for the primary products)
- CAD BPR Workbook
- Records Operational Review Document
- System Administration Guide
- System Configuration Workbook
- As-Built System Design Documentation

As-built system documentation is also archived with the System Support Center along with customer information and access procedures to facilitate efficient response and resolution of any reported system issues.

2.3.15 Consulting Services

This section includes the responsibilities of Motorola and the Consortium in completing the Consulting Services work. Note that a portion of Motorola's tasks will be performed on-site while other tasks will be performed remotely. The service provides a set number of hours in the service term which initiates upon the Consortium's first engagement with the dedicated Motorola subject matter expert and completes upon the delivery of the specified hours of service or the expiration of 90 consecutive calendar days following initiation, whichever occurs first.

Motorola Consulting Services provides the Consortium an opportunity to use Motorola subject matter experts to address operational concerns or implementation of strategic initiatives. The full scope of consultative services will be determined during the discovery session between Motorola and the Consortium. Certain consultative services are required as part of this offer, while other services, outlined in the following solution specific tables, are selected and customized to meet the needs of the Consortium.

2.3.15.1 Included Services

Service	On-Site / Remote	Description
Discovery Session	Remote	Discovery teleconference with the Customer to understand goals and objectives for the product as well as strategic initiatives.
Day-to-Day Operational Use	On-Site	Conducted with staff to discover how the functional areas are utilizing the solution. Includes on-the-job training for efficient use and recommendations for optimizing.
End of Day Briefings	On-Site	Conducted at the end of each day, to provide an update on information exchanged, activities planned for the following day and any additional actions needed.
After-Action Report	Remote	Provided to the Customer with a summary of the activities performed and recommendations on next steps.
After-Action Implementation Activities	Remote	Consultant will work with Customer to prioritize recommendations based on the After-Action Report. The Consultant will perform activities and/or guide the Customer on performing activities based on the identified priorities.

The service hours required (from the table above) will be determined during the discovery session. The hours will be no less than 4 hours and no greater than 40 hours. The remaining hours of the purchased consultative services will be tailored to Consortium-specific needs as agreed upon by Motorola and the Consortium per the services as outlined in any of the following solution specific tables.

2.3.15.2 On-site Consultative Services

Motorola Responsibilities

1. Conduct a Discovery Teleconference with the Consortium's point of contact to understand the Consortium's needs as well as the required customer resources prior to scheduling on-site service.
2. Provide Consortium with an emailed summary of the needs discussed during the teleconference along with a proposed documented Agenda, that will serve as the focus for the on-site service delivery. The summary and Agenda will be provided within two business days after the discovery teleconference.
3. Upon agreement of the focus of on-site service, schedule a mutually agreeable date for delivery of on-site service.
4. Provide three consecutive days of on-site service Tuesday through Thursday, 8:00 am to 5:00 pm local time for the number of trips outlined in this document.
5. Provide Consortium with an After-Action Report of the activities completed and next-step recommendations as part of on-site service delivery.

Consortium Responsibilities

1. Participate in the Discovery Teleconference and collaborate on objectives.
2. Schedule a mutually agreeable date for delivery of on-site service.
3. Coordinate availability of resources required for Motorola to fulfill the focus of on-site service.
4. Confirm customer administrator(s) have access to the LXP, CommandCentral Admin Console, have completed LXP training courses or other applicable training, and are able to add/modify users, run reports, and add/modify groups as required.
5. Confirm Consortium end-users have completed required training prior to on-site service. If this requirement is not met, Motorola may have to reschedule the on-site visit and/or Consortium may not receive the full benefit of the on-site consultation.

2.3.15.3 Remote Consultative Services

Motorola Responsibilities

1. Conduct an after visit teleconference with Consortium's point of contact to outline the Consortium's priorities according to the After-Action Report.
2. Provide Consortium with an updated After-Action Report outlining the priorities for the remaining consultative services and estimated time to complete the activities requested.
3. Coordinate with Consortium the work that needs to be completed and designate the appropriate owner of the activity.
4. Coordinate with Consortium which activities will be completed by the consultant, or completed by the Consortium with the guidance of the consultant.
5. Coordinate with the Consortium on what activities will be completed every two-weeks or according to the mutually agreed time frame.
6. Track the progress of and burn-down of the hours purchased, and provide a bi-weekly email summary of the deliverables and service hours remaining.

Consortium Responsibilities

1. Participate in the after visit teleconference and collaborate on priorities and work items to be delivered.
2. Schedule resources as appropriate to work with the Consultant as required.
3. Complete assigned tasks as agreed to.
4. Coordinate with the Consultant on what activities will be completed every two-weeks or according to the mutually agreed time frame.
5. Participate in remote meetings as mutually agreed upon.

Completion Criteria

The service provides a set number of hours in the service term which initiates upon the Consortium's first engagement with the dedicated Motorola subject matter expert and completes upon the delivery of the specified hours of service or the expiration of 90 consecutive calendar days following initiation, whichever occurs first.

2.3.16 Project Closure

Following the initial Go-Live Event the system is transitioned to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

The completion of the final communication center go-live ends the project implementation phase. Motorola and the Consortium certify the Software System Completion milestone and the implementation project is formally closed.

2.3.17 Transition to Support and Customer Success

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Motorola Solutions Responsibilities

1. Provide the Consortium with Motorola Solutions support engagement process and contact information.
2. Gather contact information for the Consortium users authorized to engage Motorola Solutions support.

Consortium Responsibilities

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

Completion Criteria

Conclusion of the handover to support and the implementation project is complete.



Exhibit 3

Sample Functional Validation Plan v4.6

GRID Public Safety Software

December 22, 2021

League City, TX

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Exhibit 3

Functional Validation Plan (v4.6) 3-1

Exhibit 3

Functional Validation Plan (v4.6)

Motorola Solutions has provided a Functional Validation Plan as a separate Excel spreadsheet due to its size and complexity.

Please note that it is considered Confidential and Restricted.



MOTOROLA SOLUTIONS

Exhibit 4

Training Plan

GRID Public Safety Software

December 22, 2021

League City, TX

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Exhibit 4

Training Plan

4.1 Course Listing

The following matrix delineates the classes that have been proposed for the PremierOne product line. The matrix includes the number of classes per course type, the maximum number of participants per class and the location of each of the classes. Additional class modules may be obtained by the Consortium for an additional fee.

Motorola Solutions offers in-person onsite, virtual, and Learning Management System (“LXP”) training. Computer-based LXP training is available on demand during the deployment process and for 30 days after live cut. Continued availability of the training module is based on the LXP training package included in the proposal.

- LXP-P – students must complete LXP *prerequisites* before attending in-person training
- LXP-C – these training *classes* are entirely conducted via LXP on demand with no in-person training component
- LXP-R – this training offers *refresher* components that can be taken on demand after the in-person training is completed.
- Onsite – in-person training from an onsite instructor conducted at the Consortium’s facilities
- Virtual – virtual instructor-led training (class will be recorded and made available for future Customer use)

Table 4-1: Training Course List

Course Module	Maximum No. Attendees Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
PremierOne CAD/Mobile Client Installation (201-C)	All subscribers	All subscribers	All subscribers	LXP-C	4
PremierOne CAD/Mobile Provisioning Training (202-O)	8	1	8	Onsite & LXP-R	80
Managing GIS Data with PremierOne Import Tool (101-O)	4	1	4	Onsite	24
PremierOne Computer Aided Dispatch Train-the-Trainer (203-O)	12	4	48	LXP-P & Onsite	32
PremierOne Computer Aided Dispatch End User Training (204-O)	12	11	132	LXP-P & Onsite	32

Course Module	Maximum No. Attendees Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
PremierOne Mobile Train-the-Trainer for Law Agencies (211-V)	12	5	60	Virtual	8
PremierOne CAD/Mobile/Records System Administrator (103-O)	6	5	30	LXP-P & Onsite	24
SSRS Report Builder Training in PremierOne for CAD/Mobile (205-O)	6	5	30	LXP-P, Onsite & LXP-R	24
Intelligent Data Discovery in PremierOne CAD (206-O)	6	5	30	LXP-P & Onsite	16
PremierOne Records Provisioning Training (301-O)	6	1	6	LXP-P & Onsite	72
PremierOne Records Train-the-Trainer (302-O)	12	4	48	LXP-P & Onsite	32
PremierOne Records Advanced Configuration Tool (ACT) Training (303-O)	4	1	4	Onsite	40
SSRS Report Builder Training in PremierOne for Records (305-O)	6	5	30	LXP-P, Onsite & LXP-R	24
Intelligent Data Discovery in PremierOne Records (306-O)	6	5	30	LSM-P & Onsite	24

4.1.1 Training Overview

Motorola considers training to be an extremely important aspect of the system installation and requires working closely with the Consortium. Motorola's instructors are certified through the Learning and Performance Institute's Trainer Performance Monitoring & Assessment (TPMA) program as well as their Online Learning Facilitators program.

Motorola utilizes a Learning eXperience Portal (LXP) for both online and on-site training. The LXP will be demonstrated during the project kick-off. Shortly after kick off the Consortium will designate a Customer Training Representative. This individual will be the contact for the LXP and Motorola trainers. Access to the LXP will be provided to each Customer PremierOne User. The Consortium Training Representative will provide Motorola user names and email addresses so access to the LXP can be completed. The Consortium Training Representative should be familiar with the Consortium's daily operations and must attend (or designate a replacement) each Motorola educational course. Motorola trainers will rely on this representative to be the one point of contact for Motorola staff when policy and procedural questions arise, act as course facilitator, and act as the Consortium's educational monitor. The Consortium will also identify the personnel who will serve as trainers. These individuals must participate in all the Train-the-Trainer courses. In addition to the skills described below, the Consortium's trainers must have prior experience as a classroom instructor and a thorough

understanding of the customer's operations. Other courses will require participants from different areas of the Consortium's operations as shown in the individual course descriptions, detailed in Motorola training course descriptions.

4.1.2 System Administrator

The Consortium will appoint a key individual to act as the System Administrator. This individual will be responsible for reporting/verifying problems, completing and maintaining application configuration, and performing system administrative duties such as system back-ups, archives, etc. The designated individual should be proficient in Windows and possess database administration and PC and System knowledge. Motorola strongly recommends that the system administrator(s) be proficient in the prerequisites defined in the document.

The Consortium is responsible for ensuring that its system administrators are proficient in the prerequisite technologies. These technologies are embedded in the Motorola applications; however, training in these technologies will not be provided by Motorola.

Microsoft Technologies

- Windows Administration
- SQL Server 2017
- SQL Server Reporting Services
- System Center 2016 (SCOM)

4.1.3 Training Facilities and Schedules

The Consortium shall provide facilities for training courses which are alcohol and smoke-free. Both the classroom and workshop classes will require a projector that can be connected to a PremierOne System workstation, white-board for instructor's use and shall accommodate student note taking. The workshop format also requires multi-monitor student workstations. Students and instructors will dedicate class time to training and will not be subject to interruptions. At least two days prior to each onsite training course, the instructor shall have access to the training facility and all workstations for setup and workstation configuration. All training will be held at the Consortium's site or online utilizing the LXP; at least two weeks prior to onsite training courses, the Consortium must supply Motorola with a roster of course attendees and they will be provided access to Pre-Requisite training that must be completed prior to the onsite training course start date. Motorola and the Consortium shall mutually agree to training schedules to accommodate the Consortium's shift operations and other site-specific requirements. Evening courses will end by 11:00 p.m. Weekends and Holidays will not be used as training days.

4.1.3.1 Training Methods and Procedures

Motorola offers on-site training and online training both coordinated with the Software Enterprise learning management system. Types of training courses include:

- Administrative workshops; focused on providing specialized users with in-depth knowledge on the features, operational, and administrative functions of the system.
- Train the Trainer; instructor-led classroom training that provides key individuals with extensive hands-on use of the system utilizing true-to-life incident scenarios so they can develop and provide training to new users.

- End User Training; Instructor-led classroom training that provides users with instruction on subject matter relevant to their respective role in using and or supporting the PremierOne System. In addition to facilitated discussion, End User training consist workshop elements where needed, to provide hands on demonstration of the material being presented.
- Instructor Led virtual online training using the LXP.
- Online “Anytime” training using the LXP.

Students should have a typing proficiency of 25 wpm, knowledge of PCs and Microsoft Windows, and have completed course prerequisites as listed in the course descriptions prior to the classroom training.

Designated Motorola Instructors will provide application instruction using several techniques and materials.

- Instructor Lesson Plan: The instructor’s tool for planning the detailed course content on a module-by-module basis.
- Training Course Agenda: The student handout that outlines the course sequence of events including duration, and course modules.
- Worksheets, Job-Aids, Quizzes, retention instructional activities.
- Training Course Objectives: The instructor’s predefined course objectives. These are provided for Train-the-Trainer classes only.
- Evaluations: On the final day of a training class, the students will be asked to complete an Instructor Evaluation form. They are optional forms and anonymity is acceptable.
- Certificates of Attendance: Students completing the onsite and online classes will receive Certificates of Attendance.
- Attendance Rosters: Customers will provide to the Motorola instructor a roster listing the names of training participants ten (10) days prior to the start of the course. Instructors will complete Attendance Rosters of actual participants for each day of training
- Prerequisite training for onsite courses using the LXP to provide base knowledge for all students prior to the start of on the onsite class.
- Motorola PremierOne User Documentation: An electronic copy of the applicable Motorola Reference Manuals and documentation will be provided prior to training. The Consortium is responsible for duplicating and delivering manuals to participating students prior to class commencement.

4.1.4 Training Environment

PremierOne has a fully functional second environment that can be used for training. This training environment will enable the Consortium's trainers to provide on-going training. This training environment also allows training to continue without interruption of the real time operations. Use of the training environment is covered in the Train the Trainer classes.

4.1.5 Session Attendance

Motorola is committed to providing a quality training experience and desires that the Consortium receives the maximum benefit from each onsite training session. Each training session has been sized to provide the optimal training environment that meets the needs of the students in relation to the complexity of the material being presented. Given the nature of the material being presented and the

intensity of the training, it is imperative that maximum course numbers not be exceeded. In the event the number of students in attendance exceeds the published maximum number of students and the list of participants identified on the training roster, Motorola will take corrective action, ensuring the integrity of the session is maintained and the student's ability to learn is protected. Motorola corrective action may include:

- Delaying the start of training until the number of students in attendance is in line with the maximum number of students allowed for the session.
- Splitting the class into multiple sessions. In such a case, the Consortium will be charged for multiple occurrences of the class plus additional expenses, including travel related expenses, incurred by Motorola Solutions.
- Delaying the classroom training until the Prerequisite training has been completed in the LXP by each learner.

4.1.6 Learning Experience Portal (LXP) Requirements

The LXP is accessed via internet browser. Motorola will set up an individual instance of the LXP (known as a Panorama) that provides autonomy to the agency utilizing LXP.

Accounts to access the LXP are created for each learner using their Email address. All learners accessing LXP content must have an account in the LXP. A learner will need to have access to the internet via workstation, laptop, tablet or smartphone to access learning. These may also be referred to as clients within the LXP.

Customer LXP Administrators will be given the ability to build Groups, a more granular segmentation of the LXP that is generally utilized to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). Learners can be assigned a Learning Path, a collection of courses that follow a logical order which may or may not enforce linear progress.

Audio accompanies visual display; speakers or headsets for listening are recommended. Course assessment evaluations are also accessed via the LXP. Access to these evaluations in the classroom is suggested.

4.1.6.1 LXP Learner Subscription Package

Learner-level subscriptions have been included for 2800 personnel who are expected to be users of one or more products. Customer resources will have access to the LXP training materials during deployment and as long as the post-live subscription is maintained during the warranty/maintenance period. Learner level subscriptions allow access to all materials available for the applications included in this Training Plan.

Subscription Type	Quantity of Subscriptions
PremierOne LXP	2800

4.2 Course Descriptions

The following tables provide detailed descriptions of training courses that will be provided as part of the system at the location indicated.

Table 4-6: PremierOne CAD/Mobile Client Installation (201-C)

Goal:	Provide selected personnel with sufficient knowledge to install PremierOne CAD and/or Mobile client software on workstations. Includes prerequisite third-party software. If the customer desires, an imaging solution can be presented.
Course Materials:	LXP-C
Location:	On Demand
Duration:	Approximately 1 hour of online training material
Participants:	IT staff who are responsible for installing workstation software
Class Size:	N/A
Prerequisite:	Knowledge of Microsoft operating systems and basic software installation practices
Environment Setup:	Each workstation or device must have an internet connection to the LXP system

Table 4-7: PremierOne CAD/Mobile Provisioning Training (202-O)

Goal:	Provide detailed instruction on Mobile and Computer Aided Dispatch (CAD) provisioning data files.
Course Materials:	☒ PremierOne CAD/Mobile Provisioning Guide ☒ Course Outline
Location:	Customer's facility
Duration:	☒ Session 1: 40 hours over five consecutive days onsite ☒ Session 2: 40 hours over five consecutive days onsite ☒ Approximately 8 hours online prerequisite training
Participants:	Those responsible for making the decisions on configuration options and have participated in the business process review.
Class Size:	Maximum of six (6) students
Prerequisite:	☒ LXP Prerequisite training courses ☒ Knowledge of current Mobile and CAD application and configuration and agency SOPs. ☒ Microsoft and ESRI proficiency as defined in the Prerequisites Section.
Environment Setup:	☒ One (1) workstation for each participant ☒ Each workstation or device used for LXP prerequisites must have an internet connection ☒ CAD workstation for each participant with network connection to the PremierOne servers ☒ Instructor's workstation(s) ☒ Projector ☒ White board (if possible) ☒ Microsoft Excel should be installed on at least one training workstation

Table 4-8: Managing GIS Data with PremierOne Import Tool (101-O)

Goal:	This course offers the skills and practice necessary to use the PremierOne Import tool and create the required databases and mxd docs for CAD and Mobile. The module covers the use of the import tool to build the required File Geodatabase and load to SQL databases for the PremierOne CAD system.
Location:	Customer's facilities
Format:	Combined classroom and workshop
Course Materials:	PremierOne GIS System Administrator Training Guide
Duration:	Up to 24 hours over 3 continuous days
Participants:	GIS personnel and GIS System Administrator(s)
Class Size:	Maximum of 4 students
Prerequisite:	☒ Computer knowledge and PC skills including DOS and Microsoft Windows, and basic PC functionality. ☒ Completion of Windows tutorials or equivalent training. ☒ Basic understanding of geographical data and proficient in the use of ArcGIS.

Table 4-9: PremierOne Computer Aided Dispatch Train-the-Trainer (203-O)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	☒ CAD User Guide ☒ CAD Online Help (accessible through the CAD Client) ☒ Course Outline ☒ LXP refresher training courses
Location:	Customer's facility
Duration:	Up to 32 hours over four consecutive business days onsite Approximately 8 hours of online prerequisite material
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current CAD application and customer operations. LXP Prerequisite training courses. ☒ PremierOne CAD Overview ☒ PremierOne CAD/Logging in ☒ PremierOne CAD/Logging Out ☒ PremierOne CAD/Info Panel ☒ PremierOne CAD/Dynamic Help ☒ PremierOne CAD/Function Keys ☒ PremierOne CAD/Keyboard Shortcuts ☒ PremierOne CAD/Command Line Syntax/Punctuation ☒ PremierOne CAD/Clearing the Work Area ☒ PremierOne CAD/Location Verification
Environment Setup:	☒ Each workstation or device used for LXP prerequisites must have an internet connection ☒ CAD workstation for each participant with network connection to the PremierOne servers ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)
NOTE:	Allow two weeks from the end of train-the-trainer to the beginning of end user training to allow customer to build site-specific documentation and outline for end user classes. The Motorola Solutions Instructor will be available for remote consultation in producing documentation and outline.

Table 4-10: PremierOne Computer Aided Dispatch End User Training (204-O)

Goal:	Provide call takers and dispatchers with the knowledge to effectively use PremierOne CAD
Course Materials:	CAD User Guide CAD Online Help (accessible through the CAD Client) Course Outline LXP training courses
Location:	Customer's facility
Duration:	Up to 8 hours of online prerequisite material must be completed by students prior to start of virtual training. Up to 24 hours of instructor-led training comprised on one (1) 8-hour virtual session, followed by 16 hours of in-person training over two (2) consecutive business days onsite
Participants:	Calltakers, dispatchers, supervisors and other users of the PremierOne CAD system
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current CAD application and customer operations. LXP Prerequisite training courses. ☒ PremierOne CAD Overview ☒ PremierOne CAD/Logging in ☒ PremierOne CAD/Logging Out ☒ PremierOne CAD/Info Panel ☒ PremierOne CAD/Dynamic Help ☒ PremierOne CAD/Function Keys ☒ PremierOne CAD/Keyboard Shortcuts ☒ PremierOne CAD/Command Line Syntax/Punctuation ☒ PremierOne CAD/Clearing the Work Area ☒ PremierOne CAD/Location Verification
Environment Setup:	Each workstation or device used for LXP prerequisites must have an internet connection CAD workstation for each participant with network connection to the PremierOne servers Instructor's workstation(s) with network connection Projector White board (if possible)

Table 4-11: PremierOne Mobile Overview (210-V)

Goal:	Provide a virtual instructor-led overview demonstration of the use of the PremierOne Mobile client.
Course Materials:	None
Duration:	Up to 2 hours in a single business day
Participants:	Any who will use the PremierOne Mobile client
Class Size:	No maximum
Prerequisite:	Knowledge of current Mobile application and customer operations.
Environment Setup:	Instructor's workstation(s) with network connection

Table 4-12: PremierOne Mobile Train-the-Trainer (211-O)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program for MDC and field reporting.
Course Materials:	☒ PremierOne Mobile User Guide ☒ Course Outline
Duration:	Up to eight (8) hours in a single business day
Participants:	Instructors who are responsible for the in-house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current Mobile application and customer operations.
Environment Setup:	☒ A workstation or device for each participant with network connection ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)
Note:	Fire and/or EMS trainers not utilizing the Law Records Management System will only need to attend four (4) hours of MDC training.

Table 4-13: PremierOne Mobile Train-the-Trainer for Law Agencies (211-C)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	PremierOne Mobile User Guide Mobile End User Courses (Access to courses for functionality not being utilized can be restricted if requested.) ☒ PremierOne Mobile/Overview and Navigation ☒ PremierOne Mobile/Logging In ☒ PremierOne Mobile Logging Off ☒ PremierOne Mobile/Status Monitors ☒ PremierOne Mobile/Monitored Areas/Agencies ☒ PremierOne Mobile/Viewing and Updating Incidents ☒ PremierOne Mobile/Traffic Stops ☒ PremierOne Mobile/Unit Status ☒ PremierOne Mobile/Closing an Incident ☒ PremierOne Mobile/Incident Searches ☒ PremierOne Mobile/Syncing Mobile ☒ PremierOne Mobile/Field Initiated Incidents ☒ PremierOne Mobile/Incident Recall ☒ PremierOne Mobile/Follow Me Settings ☒ PremierOne Mobile/Incident Persons and Vehicles ☒ PremierOne Mobile/Premise Hazards ☒ PremierOne Mobile/Self Dispatching ☒ PremierOne Mobile/Queries ☒ PremierOne Mobile/Editing Capabilities and Skills ☒ PremierOne Mobile/Error Reports ☒ PremierOne Mobile/Assigning Report Number(s) ☒ PremierOne Mobile/Contractors ☒ PremierOne Mobile/Stacked Incidents ☒ PremierOne Mobile/Mapping ☒ PremierOne Mobile/Lock and Unlocking Session ☒ PremierOne Mobile/Switch Users ☒ PremierOne Mobile/Change Roles ☒ PremierOne Mobile/Incident Attachments ☒ PremierOne Mobile/Messaging ☒ PremierOne Mobile/Command Line ☒ PremierOne Mobile/Mobile Speech
Location:	On Demand
Duration:	Approximately 4 hours of online prerequisite training material
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training. Available to all LXP subscribers.
Prerequisite:	Knowledge of current Mobile application and customer operations.
Environment Setup:	Each workstation or device used for LXP courses must have an internet connection

Table 4-14: PremierOne Mobile End User Training for Law Agencies (213-C)

Goal:	Self-paced end user training on the PremierOne Mobile client available through the LXP
Course Materials:	PremierOne Mobile User Guide Mobile End User Courses (Access to courses for functionality not being utilized can be restricted if requested.) ☒ PremierOne Mobile/Overview and Navigation ☒ PremierOne Mobile/Logging In ☒ PremierOne Mobile Logging Off ☒ PremierOne Mobile/Status Monitors ☒ PremierOne Mobile/Monitored Areas/Agencies ☒ PremierOne Mobile/Viewing and Updating Incidents ☒ PremierOne Mobile/Traffic Stops ☒ PremierOne Mobile/Unit Status ☒ PremierOne Mobile/Closing an Incident ☒ PremierOne Mobile/Incident Searches ☒ PremierOne Mobile/Syncing Mobile ☒ PremierOne Mobile/Field Initiated Incidents ☒ PremierOne Mobile/Incident Recall ☒ PremierOne Mobile/Follow Me Settings ☒ PremierOne Mobile/Incident Persons and Vehicles ☒ PremierOne Mobile/Premise Hazards ☒ PremierOne Mobile/Self Dispatching ☒ PremierOne Mobile/Queries ☒ PremierOne Mobile/Editing Capabilities and Skills ☒ PremierOne Mobile/Error Reports ☒ PremierOne Mobile/Assigning Report Number(s) ☒ PremierOne Mobile/Contractors ☒ PremierOne Mobile/Stacked Incidents ☒ PremierOne Mobile/Mapping ☒ PremierOne Mobile/Lock and Unlocking Session ☒ PremierOne Mobile/Switch Users ☒ PremierOne Mobile/Change Roles ☒ PremierOne Mobile/Incident Attachments ☒ PremierOne Mobile/Messaging ☒ PremierOne Mobile/Command Line ☒ PremierOne Mobile/Mobile Speech
Location:	On Demand
Duration:	Approximately 4 hours of online training material
Participants:	Available to all LXP subscribers.
Prerequisite:	Knowledge of current Mobile application and customer operations.
Environment Setup:	Each workstation or device used for LXP courses must have an internet connection

Table 4-15: PremierOne CAD/Mobile/Records System Administrator Training (103-O)

Goal:	Provides practical techniques for system administration and maintenance of the CAD, Mobile and Records components of the PremierOne system.
Course Materials:	☒ PremierOne System Administration Guide ☒ Course Outline
Location:	Customer's facility
Duration:	Up to 24 hours over three consecutive business days
Participants:	System Administrators - personnel responsible for the day-to-day management of the system.
Class Size:	Maximum of four (4) students
Prerequisite:	☒ LXP pre-class testing to determine if the student has the appropriate skill levels ☒ LXP prerequisite training courses ☒ Knowledge of customer site network, IT policies and operations. ☒ Microsoft proficiency as defined in the Prerequisites Section.
Environment Setup:	☒ Each workstation or device used for LXP prerequisites must have an internet connection ☒ Instructor's workstation(s) with network connection to the PremierOne servers ☒ Projector ☒ White board (if possible)

Table 4-16: SSRS Report Builder Training in PremierOne CAD/Mobile (205-O)

Goal:	Provide selected personnel with knowledge on how to create custom reports against the PremierOne Reporting Data Warehouse using Microsoft's SQL Server Reporting Service (SSRS) software.
Course Materials:	SSRS Training Guide
Location:	Customer's facility
Duration:	Up to 24 hours over three consecutive business days
Participants:	Personnel who will create custom reports
Class Size:	Maximum of six (6) students
Prerequisite:	☒ Class participants must have some knowledge/experience of creating "on demand" reports ☒ Class participants should have experience working with relational database structures as well as writing and understanding transact SQL code.
Environment Setup:	☒ Microsoft SQL Server Reporting Services is installed, configured, and working ☒ CAD TTT or End User Training courses have already been conducted ☒ Data pre-exists in the Reporting Data Warehouse (data is typically propagated during the TTT course) ☒ All training workstations are installed with Microsoft IE browser, as Motorola has found some features do not work properly when using other browsers and training is conducted using IE only. ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)

Table 4-17: Intelligent Data Discovery in PremierOne CAD (206-O)

Goal:	Provide selected personnel with knowledge to create Business Intelligence dashboards in PremierOne using SQL Server Reporting Services tools (SSRS).
Course Materials:	Reporting and Analytics Intelligent Data Discovery Training Guide
Location:	Customer's facility
Duration:	Up to 16 hours over two consecutive business days.
Participants:	Personnel who will be responsible for building Business Intelligence Dashboards and reports used for statistical analysis.
Class Size:	Maximum of six(6) students
Prerequisite:	☒ Participation in "SSRS Reporting Training for PremierOne CAD". ☒ Experience in creating Reports using Microsoft SQL Server Reporting Services. ☒ Familiarity with T-SQL statements for querying data within a SQL Server database ☒ Completion of LXP Refresher training courses for SSRS Report Builder Training
Environment Setup:	☒ Microsoft SQL Server Reporting Services is installed, configured, and working. ☒ Workstations installed with Microsoft IE browser (training is conducted using IE only, as some features do not work properly when using other browsers). ☒ All Training workstations are installed with SQL Server Management Studio. ☒ Existing data in the Reporting Data Warehouse (data is typically propagated during the TTT course) ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)

Table 4-18: PremierOne Records Provisioning Training (301-O)

Goal:	Provide selected personnel with sufficient knowledge to configure PremierOne Records to meet the agency's needs, including security, agency code tables, personnel, and other administrator items
Course Materials:	☒ PremierOne Records Provisioning Guide ☒ LXP prerequisite training courses ☒ Course Outline
Location:	Customer's facility
Duration:	☒ Session 1: Up to 24 hours over three consecutive business days ☒ Session 2: Up to 24 hours over three consecutive business days ☒ Session 3: Up to 24 hours over three consecutive business days
Participants:	Administrators who are responsible for configuring agency information
Class Size:	Maximum of six (6) students
Prerequisite:	Knowledge of current business practices LXP Prerequisite training courses
Environment Setup:	☒ Each workstation or device used for LXP prerequisites must have an internet connection ☒ Records workstation for each participant with network connection to the PremierOne servers ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)
NOTE:	☒ Allow at least four weeks from the end of provisioning training to perform the necessary work prior to the PremierOne Records Train-the-Trainer classes ☒ This course can be broken down into modules based on which personnel need to be in attendance. There will also be working sessions to aid the Agency with proper provisioning

Table 4-19: PremierOne Records Train-the-Trainer (302-O)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	☒ PremierOne Users Guide ☒ LXP prerequisite training courses ☒ Course Outline
Location:	Customer's facility
Duration:	Up to 32 hours over four consecutive business days
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	☒ Knowledge of current FBR application and customer operations ☒ LXP Prerequisite training courses
Environment Setup:	☒ Each workstation or device used for LXP prerequisites must have an internet connection ☒ Records workstation for each participant with network connection to the PremierOne servers ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)
NOTE:	Allow two weeks from the end of train-the-trainer to the beginning of end user training to allow customer to build site-specific documentation and outline for end user classes. The Motorola Solutions Instructor will be available for remote consultation in producing documentation and outline.

Table 4-20: PremierOne Records Advanced Configuration Tool (ACT) Training (303-O)

Goal:	To learn to make user interface (UI) modifications in PremierOne Records using the Advanced Configuration Tool (ACT). ACT is a development tool provided for the Customer's use to make changes to forms, printouts, and navigation. The class will provide guidelines for the allowable changes.
Course Materials:	☒ PremierOne Records Advanced Configuration Guide ☒ Course Outline
Location:	Customer's facility
Duration:	40 hours
Participants:	Personnel responsible for system configuration
Class Size:	Maximum of four (4) students
Prerequisite:	Knowledge of current Records application and customer operations. Participants should have a working knowledge of computer systems. Database knowledge is preferable.
Environment Setup:	☒ A workstation for each participant with network connection ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)
NOTE:	This training will include hands on work with the on-site trainer to help configure the application. Not all configuration may be accomplished during class, so please allow additional time after the end of training in order to configure the application further. This class is not an extension of the PremierOne Records Provisioning class, and requires an advanced level of expertise.

Table 4-21: SSRS Report Builder Training in PremierOne Records (305-O)

Goal:	Provide selected personnel with knowledge on how to create custom reports against the PremierOne Reporting Data Warehouse using Microsoft's SQL Server Reporting Service (SSRS) software.
Course Materials:	SSRS Training Guide
Location:	Customer's facility
Duration:	Up to 24 hours over three consecutive business days
Participants:	Personnel who will create custom reports
Class Size:	Maximum of six (6) students
Prerequisite:	☒ Class participants must have some knowledge/experience of creating "on demand" reports ☒ Class participants should have experience working with relational database structures as well as writing and understanding transact SQL code.
Environment Setup:	☒ Microsoft SQL Server Reporting Services is installed, configured, and working ☒ CAD TTT or End User Training courses have already been conducted ☒ Data pre-exists in the Reporting Data Warehouse (data is typically propagated during the TTT course) ☒ All training workstations are installed with Microsoft IE browser, as Motorola has found some features do not work properly when using other browsers and training is conducted using IE only. ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)

Table 4-22: Intelligent Data Discovery (IDD) Training in PremierOne Records (306-O)

Goal:	Provide selected personnel with knowledge to create Business Intelligence dashboards and analytical reports in PremierOne using SSRS.
Course Materials:	Reporting and Analytics Intelligent Data Discovery Training Guide for Records
Location:	Customer's facility
Duration:	Up to 16 hours over two consecutive business days.
Participants:	Personnel who will create Business Intelligence Dashboards or reports used for statistical analysis
Class Size:	Maximum of six (6) students
Prerequisite:	☒ Participation in "SSRS Reporting Training for PremierOne Records". ☒ Completion of LXP Refresher training courses for SSRS. ☒ Experience in creating Reports using Microsoft SQL Server Reporting Services. ☒ Familiarity with T-SQL statements for querying data within a SQL Server database.
Environment Setup:	☒ Microsoft SQL Server Reporting Services is installed, configured, and working ☒ All training workstations are installed with Microsoft IE browser, as Motorola has found some features do not work properly when using other browsers and training is conducted using IE only. ☒ All Training workstations are installed with SQL Server Management Studio. ☒ Data pre-exist in the Reporting Data Warehouse (data is typically propagated during the TTT course) ☒ Instructor's workstation(s) with network connection ☒ Projector ☒ White board (if possible)



MOTOROLA SOLUTIONS

Exhibit 5

Sample Project Plan

GRID Public Safety Software

December 22, 2021

League City, TX

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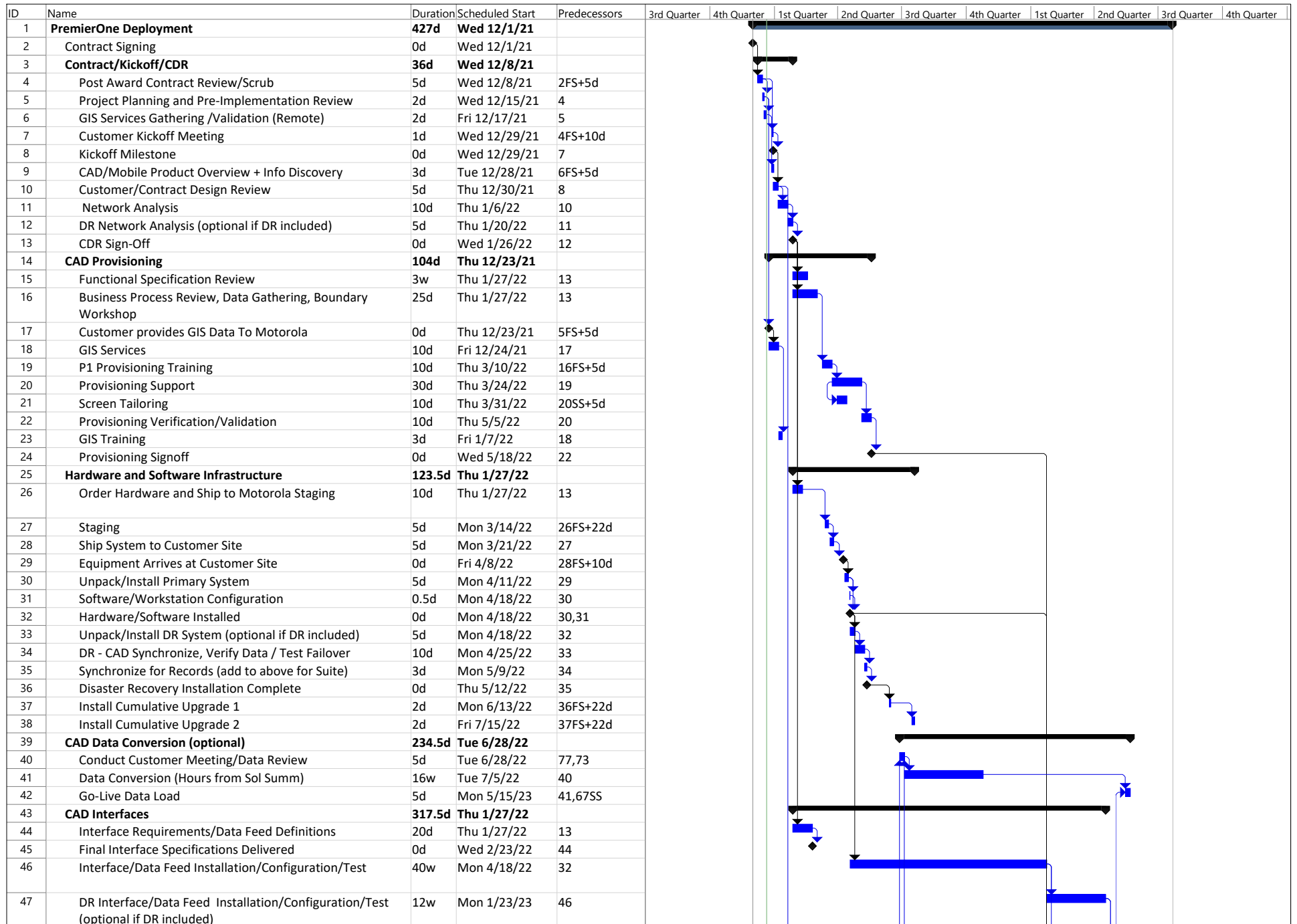
Exhibit 5

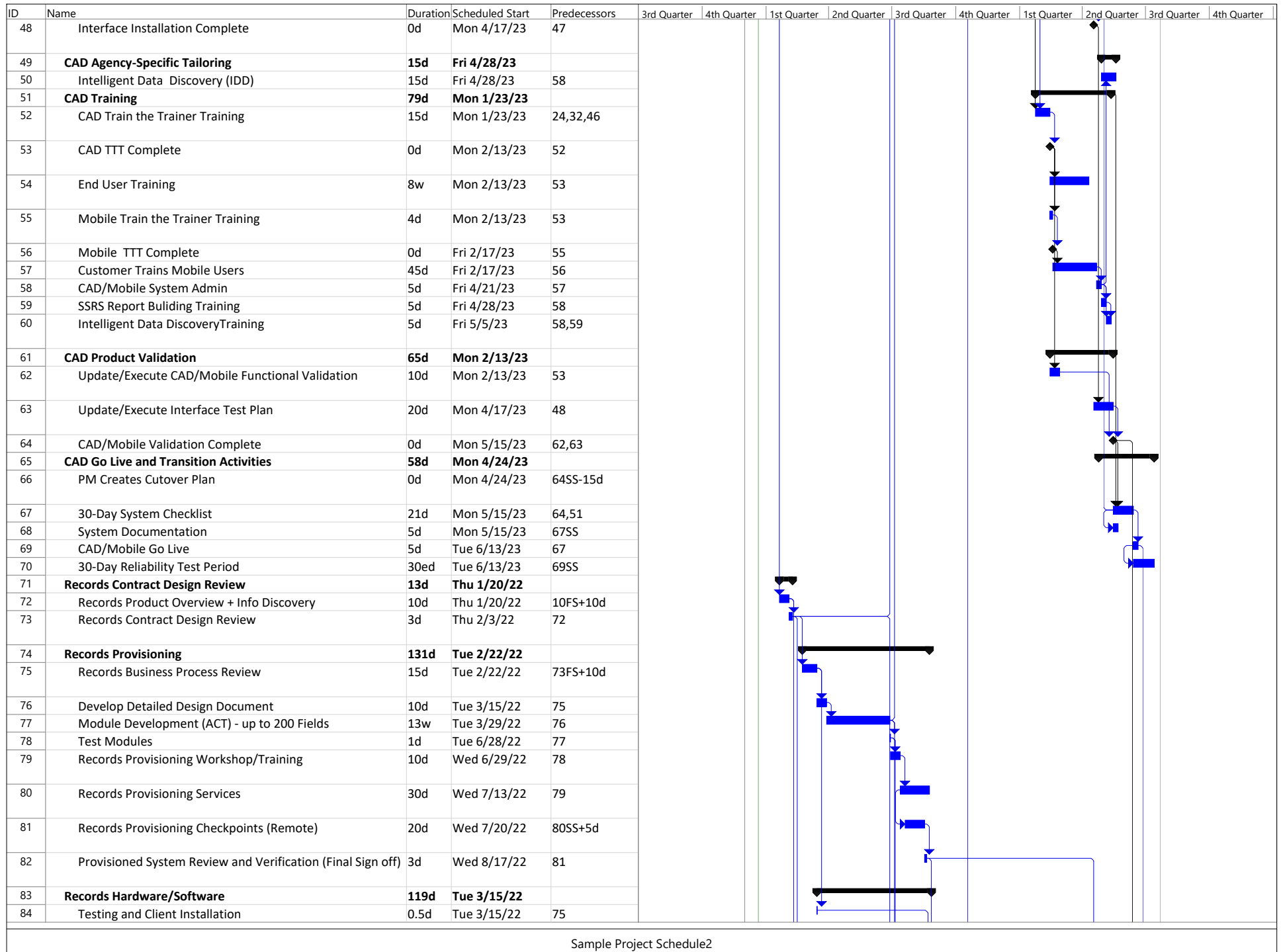
Sample Project Plan 5-1

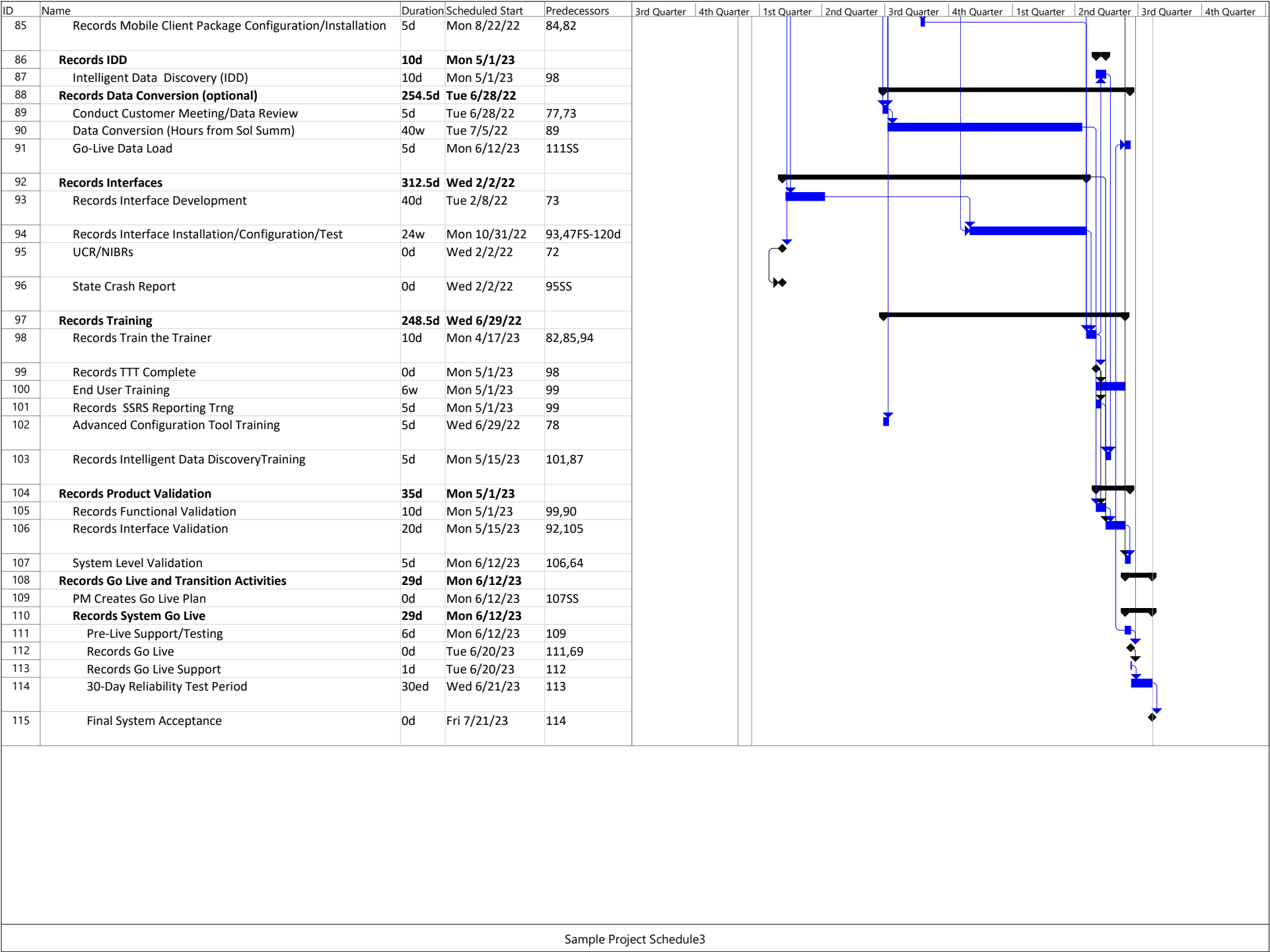
Exhibit 5

Sample Project Plan

We are providing a representative project schedule on the following pages that reflects the preliminary project scope and duration. As part of contract negotiations or project kickoff activities, the Motorola Project Manager will collaborate with the City to develop a mutually agreeable project that will include the final contracted scope of work and project resources (including subcontractors).









MOTOROLA SOLUTION'S REVISED AND FINAL PRICING, DATED 3-4-2022

REPLACES SECTION 8 OF THE RFP SUBMISSION



415 E. Exchange Parkway
Allen, TX 75002

March 4, 2022

Liz Lopresti
Purchasing Manager
League City Purchasing
300 W. Walker Street
League City, TX 77573

RE: Negotiation Updates to Request for Proposal #: 22-010 for GRID Public Safety Software

Dear Ms. Lopresti:

Motorola Solutions appreciates the opportunity to work towards the conclusion of our negotiations with League City and the entire GRID Consortium. We recognize there were some discrepancies in individual pricing worksheets associated with the initial RFP submittal. While these did not affect any agency subtotal or the overall cost proposal to the Consortium and were inadvertent copy/paste and rounding errors, Motorola recognizes this has caused unnecessary confusion during the negotiations. We sincerely apologize for the unintended confusion and a corrected pricing section is included for your review. In light of League City and the entire Consortium's diligence and patience during negotiations, Motorola would like to provide one (1) Summit pass per each participating agency per year for the first two years of the project. This represents over \$40 Thousand in value to attend the incredible week-long learning event, but more importantly, provides agencies with direct access to our product development, trainers, and other leading customers who use Motorola software.

For additional consideration, and beyond the 2021 pricing with substantial discounts offered against the current inflationary market, Motorola is pleased to present the final, negotiated pricing and incentives which reflect a combination of the best of the negotiated pricing and the original RFP submittal pricing. We have included an additional incentive, for agencies that saw a price increase due to the "per license" pricing in the RFP. This incentive provides agencies an offsetting credit towards the first year purchase of any options listed in the RFP response. The pricing, incentives and Options Credit are offered for execution of the MCA by League City by March 11, 2022 AND League City accepting any hardware/software deliveries from Motorola on or soon after that date. The Options Credit for the remaining GRID agencies will be valid with a signed Shared Agency Agreement by March 31, 2022.

Motorola understands some questions have been raised around the cost impact to other agencies in regards to the City of Galveston's participation in this project. While there is a shared desire to maximize the project value and improve operations through a consolidated solution of all member agencies, we understand that all agencies need financial certainty from their corporate partners. To that end, Motorola certifies that the participation of the City of Galveston, based on their current scope and costing, will have no impact on the other member agency costs in the attached price proposal. This fixed pricing extends to the Options, as well, and there will be no cost increases or cost redistributions to the Options based on Galveston's participation.

We thank you for the long standing partnership and look forward to continuing to serve the needs of League City, the GRID Consortium, and the citizens who depend on you each day.

Sincerely,
MOTOROLA SOLUTIONS, INC.

A handwritten signature in blue ink, appearing to read 'Micah Applewhite', written over a horizontal line.

Micah Applewhite
MSSI Vice President and Director, Software Sales



MOTOROLA SOLUTIONS

Section 8

Price Requirements

GRID Public Safety Software

March 4, 2022

League City, TX

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Section 8

Price Requirements Response

8.1 General Information

8.1.1 Pricing Structure

The Consortium is built upon cooperation, trust, and cost sharing. Cost sharing, as it relates to this proposal, is divided into two categories. The first cost is the annual system maintenance, which includes costs for warranties, system and user support, and updates. The second cost is licensing, which includes individual licenses per installation of RMS, MCT, and CAD. **The Consortium requires the proposal to conform to the following structure related to these two costs.**

Annual System Maintenance:

The Consortium distributes the annual system maintenance costs to each agency in the Consortium by weighting the cost by each agency's annual usage percentage. Each agency's annual usage percentage is given in the table located in Section 1.2 Multi-Agency Public Safety Systems Consortium Background. For instance, if the League City Police Department uses 9.90% of the system in 2021 and if the annual system maintenance cost for the system is \$100,000, then League City will pay $(0.099)(\$100,000) = \$9,900$ of its share for the total cost in 2021. **A response to this proposal must distribute the total system maintenance cost to each of the GRID agencies according to the usage percentage found on Section 1.2.**

Licensing:

Each agency in the Consortium is responsible for the individual licenses held by the agency. For instance, if the League City Police Department increases by one CAD license in 2021, then the League City Police Department is solely responsible for covering the cost of the new license. Although a preference for a site-license exists, the Consortium will accept proposals for individual licenses. **A response to this proposal must list the cost each agency will be responsible for paying relating to their number of RMS, CAD, MCT and other necessary licenses.** The vendor may estimate the quantity of licenses needed from the data provided in Sections 2.2 and 2.3.

In addition to the two costs mentioned above, a vendor's response must also distribute implementation and hardware costs to each Consortium agency according to the agency's annual usage percentage. For instance, if the vendor offers hardware costs totaling xx number of dollars, then the League City Police Department will be responsible for (0.099) portions of the total costs. The same cost distribution scheme applies to implementation costs as well.

- Individual licensing cost per agency
- Hardware, Annual Maintenance, and Implementation cost divided across the Consortium based on system usage percentage.
- The Vendor will provide a detailed and itemized breakdown of licensing/seat cost per product and/or interface at an agency level.

- Interface and System Options licensing will be agency specific unless the interface is shared across the Consortium.

Agency	Hardware (On-Prim)	Initial Licensing & Annual	Annual System Maintenance	Implementation	Total	System Usage %
City of League City	Shared	Agency	Shared	Shared	\$	10.65
City of Webster	Shared	Agency	Shared	Shared	\$	4.15
City of Nassau Bay	Shared	Agency	Shared	Shared	\$	1.24
City of La Porte	Shared	Agency	Shared	Shared	\$	8.61
City of Deer Park	Shared	Agency	Shared	Shared	\$	8.22
City of Alvin	Shared	Agency	Shared	Shared	\$	5.75
City of Seabrook	Shared	Agency	Shared	Shared	\$	2.88
City of Kemah	Shared	Agency	Shared	Shared	\$	1.24
City of Morgan's Point	Shared	Agency	Shared	Shared	\$	.41
City of Texas City	Shared	Agency	Shared	Shared	\$	11.58
City of Dickinson	Shared	Agency	Shared	Shared	\$	3.11
City of Santa Fe	Shared	Agency	Shared	Shared	\$	2.36
City of La Marque	Shared	Agency	Shared	Shared	\$	3.62
City of Sugarland	Shared	Agency	Shared	Shared	\$	12.80
City of Galveston	Shared	Agency	Shared	Shared	\$	17.64
City of Jamaica Beach	Shared	Agency	Shared	Shared	\$	.44
UTMB Police Galveston	Shared	Agency	Shared	Shared	\$	2.22
Port of Houston Police	Shared	Agency	Shared	Shared	\$	2.02

Agency	Hardware (On-Prim)	Initial Licensing & Annual	Annual System Maintenance	Implementation	Total	System Usage %
City of Shoreacres	Shared	Agency	Shared	Shared	\$	.41
City of El Lago/Taylor Lake	Shared	Agency	Shared	Shared	\$	.68
Totals:	\$	\$	\$	\$	\$	100%

Please provide your Price Proposal. Vendor shall identify the software and services required to support their Statement of Work.

8.1.2 Price Proposal Format

Submit your price proposal exactly as listed below:

- A summary price proposal, for each option being offered. See section 8.2 below.
- A set of supporting price details. See RFP Section 8.3 below.
- Explanatory notes further clarifying how you derived the prices in your proposal, listed on or attached to the supporting price detail sheet.
- A strong preference exists for a software site license to be provided to the Consortium. Explain limitations if otherwise.
- You may also add any further narrative as needed to describe your price proposal.
- Annual Maintenance Cost will be calculated for 10 years with a 5-year hardware replacement (For On-Premise Solutions).

8.1.3 Evaluation Period

Our price evaluation will use a uniform method for all proposals. The method will be a 10-year life cycle net present value (NPV) analysis using uniform assumptions for economic analysis. We will also consider Vendor supporting price details in the context of the related sections of your functional proposal.

Time for Consideration: Vendor warrants by virtue of submitting the proposal that costs as outlined in his proposal will be good for an evaluation period of two hundred seventy (270) calendar days from the date of proposal opening. Vendors will not be allowed to withdraw or modify their proposals after the opening time and date.

8.2 Summary Price Proposal

Summary price should include the lines for the total implementation cost, total initial hardware cost, licensing, estimated maintenance cost for 10 years, and any additional costs or fees. This must include any recurring costs and/or any recurring cost by 3rd parties. There should then be a total anticipated

cost for the 10-year term. Summary price sheet should specify if the proposal is for on-premises or SaaS.

Motorola Solutions Response

Motorola pricing is based on a complete PremierOne system solution. The addition or deletion of any component(s) may subject the functionality and total system price to modifications.

The proposal is priced as a single system. All prices and discounts are given as a bundle purchase which includes all the agencies identified in the System Description.

Motorola has priced the base system as PremierOne CAD, Mobile and Records Management, all listed interfaces, server hardware and software, Integrated Call Control and Implementation costs. We have outlined the total for the base system with the maintenance summary below. The options included are then listed as a total with the recurring annual costs associated. You will find individual agency pricing listed after.

This pricing is provided for all existing, listed agencies in the GRID Consortium. Any new agencies would be charged additional license fees. Motorola has provided a Shared Agency Agreement should it be League City's intention to have the GRID Consortium agencies pay Motorola directly. Each agency will then be responsible for executing the Shared Agency Agreement.

A site license has been included for the following applications:

- PremierOne CAD
- PremierOne Mobile - CAD and RMS
- PremierOne Records Management
- Integrated Call Control
- CommandCentral Responder - eCitation
- PremierOne Handheld

This pricing also includes a Hardware refresh at year 5 and 4 software upgrades.

Pricing, unless otherwise denoted, is valid for 270 calendar days

8.2.1 Base System Pricing

City of League City Base System	Pricing For System Total
PremierOne CAD License	\$1,812,500
PremierOne CAD Mobile License	\$1,327,450
PremierOne RMS License	\$519,000
PremierOne RMS Mobile License	\$489,750
Site License Fee	\$622,309
Interface Fees	\$37,507
Primary Hardware/Server Software	\$864,673
Implementation Costs	\$4,160,217

City of League City Base System	Pricing For System Total
SUBTOTAL	\$9,833,406
DISCOUNT	\$3,548,525
SUBTOTAL	\$6,284,881
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)	\$1,000,300
OPTIONS CREDIT	\$561,881
YEAR 1 GRAND TOTAL	\$4,722,695

8.2.1.1 Base System Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	PRICING
Year 1	Warranty
Year 2	\$1,163,112
Year 3	\$1,224,256
Year 4	\$1,288,632
Year 5	\$1,356,087
Year 6	\$1,278,156
Year 7	\$1,349,125
Year 8	\$1,423,905
Year 9	\$1,502,793
Year 10	\$1,586,010

8.2.1.2 Base System Options⁹³

Below lists the pricing for all options included in this proposal. The price is based on a purchase made by all GRID agencies. Should any agency opt out, the pricing is subject to change.

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$463,726	\$68,487	\$72,288	\$76,304	\$80,531	\$84,998	\$89,710	\$94,605	\$99,918	\$105,445
eCitation	\$86,269	\$86,269	\$86,269	\$86,269	\$86,269	\$86,269	\$86,269	\$86,269	\$86,269	\$86,269
CAD VDI	\$413,513	\$18,659	\$19,698	\$20,784	\$21,932	\$23,143	\$24,420	\$25,767	\$27,187	\$28,686

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
RMS VDI	\$170,341	\$6,503	\$6,864	\$7,245	\$7,644	\$8,069	\$8,518	\$8,989	\$9,488	\$10,009
Command Central Evidence	\$6,891	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417	\$6,417
Command Central Community	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270	\$112,270
Command Central Investigate	\$356,133	\$324,632	\$324,632	\$324,632	\$324,632	\$324,632	\$324,632	\$324,632	\$324,632	\$324,632
Disaster Recovery	\$946,127	\$230,602	\$240,270	\$250,372	\$260,912	\$114,847	\$120,821	\$128,114	\$134,737	\$141,707
Data Conversion	\$415,936									
Radio Integration	\$718,997									
CAPE Drone	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800

OPTIONAL PRICING:

Please see the attached optional pricing using a distribution of costs across other Government agencies. These costs would be distributed to other agencies using a partner agreement. Please note that our pricing is available under this agreement to other Government agencies within the Houston Galveston Area Council 13 County region.

OPTIONAL APX NEXT PORTABLE PRICING:

Please see the optional APX NEXT pricing for the City of League City that is available for a purchase prior to December 30, 2021. These units will enhance the City's portable subscriber capability throughout the Police Department and the special discount is only available when combined with the execution of this RFP contract.

Line #	Item Number	Description	Quantity	Unit List Price	Extended List Price	H-GAC Extended	Extended H-GAC Plus Incentive	Ext. Special H-GAC
	POLICE RADIOS (BLACK AND SINGLE BAND) QTY 141					H-GAC Pricing		2021 Dec Incentive
1	APX™ NEXT H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE.	150	\$4,655.00	\$698,250.00	\$509,722.50	\$2,327.50	\$349,125.00
1a	QA00569AP	ADD: 7/800MHZ BAND.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1b	H499KC	ENH: SUBMERSIBLE (DELTA T).	150	\$150.00	\$22,500.00	\$16,425.00	\$75.00	\$11,250.00
1c	H38DA	ADD: SMARTZONE OPERATION.	150	\$1,500.00	\$225,000.00	\$164,250.00	\$750.00	\$112,500.00
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	150	\$515.00	\$77,250.00	\$56,392.50	\$257.50	\$38,625.00
1e	Q361CD	ADD: P25 9600 BAUD TRUNKING.	150	\$300.00	\$45,000.00	\$32,850.00	\$150.00	\$22,500.00
1f	QA09028AA	ADD: VIQI VC RADIO OPERATION.	150	\$100.00	\$15,000.00	\$10,950.00	\$50.00	\$7,500.00
1g	QA03399AK	ADD: ENHANCED DATA.	150	\$150.00	\$22,500.00	\$16,425.00	\$75.00	\$11,250.00
1h	QA00580BA	ADD: TDMA OPERATION.	150	\$450.00	\$67,500.00	\$49,275.00	\$225.00	\$33,750.00
1i	QA09001AM	ADD: WIFI CAPABILITY.	150	\$300.00	\$45,000.00	\$32,850.00	\$150.00	\$22,500.00
1j	Q629BD	ENH: AES ENCRYPTION AND ADP.	150	\$475.00	\$71,250.00	\$52,012.50	\$237.50	\$35,625.00
1k	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	150	\$100.00	\$15,000.00	\$10,950.00	\$50.00	\$7,500.00
1l	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	150	\$740.00	\$111,000.00	\$81,030.00	\$370.00	\$55,500.00
1m	Q173CA	ADD: SMARTZONE OMNILINK.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1n	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA.	150	\$5.00	\$750.00	\$547.50	\$2.50	\$375.00
1o	QA07710AA	ALT: STUBBY 7-800MHZ 6CM ANTENNA.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1p	Q698AE	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1q	QA09030AA	DD: MOTOROLA HOSTED RADIOCENTRAL.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1r	H637AA	ADD: APX NEXT DMS BUNDLE PROMO.	150	-\$22.95	-\$3,442.50	-\$2,513.03	-\$22.95	-\$3,442.50
1s	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO.	150	-\$300.00	-\$45,000.00	-\$32,850.00	-\$300.00	-\$45,000.00
1t	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO.	150	-\$56.00	-\$8,400.00	-\$6,132.00	-\$56.00	-\$8,400.00

Price Requirements Response

Use or disclosure of this proposal is subject to the restrictions on the cover page.

League City, TX
GRID Public Safety Software

March 4, 2022
RFP #22-010 v2

Line #	Item Number	Description	Quantity	Unit List Price	Extended List Price	H-GAC Extended	Extended H-GAC Plus Incentive	Ext. Special H-GAC
2	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T.	150	\$205.00	\$30,750.00	\$22,447.50	\$102.50	\$15,375.00
3	LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE-PROMO.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO.	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	SSV01P01407B	APX NEXT SMART PROG-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
7	SSV01P01406A	APX NEXT SMART CONNECT - PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
8	SSV01P01476A	APX NEXT SMART LOCATE-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
9	SSV01P01902A	APX NEXT SMART MAPPING-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
10	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
11	SSV01P01408B	APX NEXT VIQI-PROMO.	150	\$75.00	\$11,250.00	\$10,125.00	\$67.50	\$10,125.00
12	SSV01P01685B	SMART LOCATE MAPPING TRIAL.	150	\$56.00	\$8,400.00	\$7,560.00	\$56.00	\$8,400.00
13	LSV01P01414A	APX NEXT DMS ADVANCED SERVICE-PROMO.	150	\$68.88	\$10,332.00	\$10,332.00	\$68.88	\$10,332.00
14	LSV01S01410A	APX NEXT DMS ESSENTIAL.	150	\$108.00	\$16,200.00	\$13,770.00	\$91.80	\$13,770.00
15	SSV01S01407A	APX NEXT SMART PROG.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
16	SSV01S01406A	APX NEXT SMART CONNECT.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
17	SSV01S01476A	APX NEXT SMART LOCATE.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
18	SSV01S01907A	APX NEXT SMART MAPPING.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
19	SSV01S01906A	APX NEXT SMART MESSAGING.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
20	SSV01S01408B	APX NEXT VIQI.	150	\$150.00	\$22,500.00	\$20,250.00	\$135.00	\$20,250.00
21	PSV01S01742A	APX NEXT DMS TRAINING VIRTUAL (1 SEAT).	2	\$2,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$5,000.00
22	PSV00S01424A	APX NEXT PROVISIONING.	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Price Requirements Response

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League City, TX
GRID Public Safety Software

March 4, 2022
RFP #22-010 v2

Line #	Item Number	Description	Quantity	Unit List Price	Extended List Price	H-GAC Extended	Extended H-GAC Plus Incentive	Ext. Special H-GAC	
23	PSV01S02942A	VIRTUAL PARTNER ENABLEMENT.	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
24	PSV01S02940A	SMARTMAPPING ENABLEMENT.	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
25	PSV01S02941A	SMARTMESSAGING ENABLEMENT.	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	APX™ NEXT				\$0.00	\$0.00			
66	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA.	150	\$157.00	\$23,550.00	\$17,662.50	\$94.20	\$14,130.00	
67	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6- DISP, US/NA/CA/LA PLUG, ACC-CHARGER.	10	\$1,315.00	\$13,150.00	\$9,862.50	\$789.00	\$7,890.00	
68	PMMN4123A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XV REMOTE SPEAKER MICROPHONE.	150	\$435.00	\$65,250.00	\$48,937.50	\$261.00	\$39,150.00	
					\$1,734,289.50	\$1,310,006.98	Net Total		\$947,454.50
							Estimated Tax		\$0.00
							H-GAC Fee:		\$0.00
							Grand Total		\$947,454.50

Recurring Services & Subscriptions

Item Number	Description	Quantity	Unit Recurring Sale Price	Term	Ext. Sale Price
LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO	150	\$0.00	12 Months	\$0.00
LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE-PROMO	150	\$0.00	12 Months	\$0.00
LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO	150	\$0.00	12 Months	\$0.00
SSV01P01407B	APX NEXT SMART PROG-PROMO	150	\$67.50	1 Year	\$10,125.00
SSV01P01406A	APX NEXT SMART CONNECT - PROMO	150	\$67.50	1 Year	\$9,517.50
SSV01P01476A	APX NEXT SMART LOCATE-PROMO	150	\$67.50	1 Year	\$9,517.50
SSV01P01902A	APX NEXT SMART MAPPING-PROMO	150	\$67.50	1 Year	\$9,517.50

Price Requirements Response

Use or disclosure of this proposal is subject to the restrictions on the cover page.

League City, TX
GRID Public Safety Software

March 4, 2022
RFP #22-010 v2

Item Number	Description	Quantity	Unit Recurring Sale Price	Term	Ext. Sale Price
SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	150	\$67.50	1 Year	\$9,517.50
SSV01P01408B	APX NEXT VIQI-PROMO	150	\$67.50	1 Year	\$9,517.50
SSV01P01685B	SMART LOCATE MAPPING TRIAL	150	\$56.00	1 Year	\$7,896.00
LSV01P01414A	APX NEXT DMS ADVANCED SERVICE-PROMO	150	\$5.74	12 Months	\$10,332.00
LSV01S01410A	APX NEXT DMS ESSENTIAL	150	\$3.83	24 Months	\$6,894.00
SSV01S01407A	APX NEXT SMART PROG	150	\$5.62	24 Months	\$10,116.00
SSV01S01406A	APX NEXT SMART CONNECT	150	\$5.62	24 Months	\$10,116.00
SSV01S01476A	APX NEXT SMART LOCATE	150	\$5.62	24 Months	\$10,116.00
SSV01S01907A	APX NEXT SMART MAPPING	150	\$5.62	24 Months	\$10,116.00

Price Requirements Response

Use or disclosure of this proposal is subject to the restrictions on the cover page.

League City, TX
GRID Public Safety Software

March 4, 2022
RFP #22-010 v2

OPTIONAL FIREFIGHTER PERSONNEL ACCOUNTABILITY EQUIPMENT

Please see the attached pricing for an optional Firefighter Personnel Accountability solution. This Fire application solution will enhance accountability at a fire scene in addition to building the foundation for a regional accountability system. This cost is subject to a 90 day expiration from the date of the cover letter.

Description	Total
Project price breakdown:	
<i>Equipment: Personnel Accountability Equipment, APAA Licenses, FlashUpgrades, APAA Server and Software and APX Mobiles for Data Use</i>	\$163,375.00
<i>Implementation Services: SDI Services, Engineering, Installation, Warranty, Training, Acceptance Testing, and Final Acceptance</i>	\$143,375.00
Total Equipment and Implementation Services:	\$294,071.00

Price Requirements Response

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola Solutions
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8.3 Supporting Price Detail

8.3.1 Response Sheets

In addition to the price summary, there supporting price detail sheets should be included; each supporting price detail sheet should correspond to major lines on the Summary Price Proposal. For items with costs across years (such as service), include a line for each year. There should also be detail sheets that detail the total and annual cost for each agency. This must include any recurring costs and/or recurring costs by 3rd parties. Add explanatory notes as required for clarity.

Motorola Solutions Response

INDIVIDUAL AGENCY COST PROPOSAL

Listed are the individual agency costs based on the above total pricing. They are formatted to mirror the total above; base pricing, maintenance for the base pricing, options and annual optional costs.

8.3.1.1 City of League City, TX

City of League City Base System	License Counts	Pricing For System Total
PremierOne CAD License	13	\$188,500
PremierOne CAD Mobile License	170	\$236,300
PremierOne RMS License	100	\$75,000
PremierOne RMS Mobile License	100	\$75,000
Site License Fee		\$86,220
Interface Fees		\$3,993
Primary Hardware/Server Software		\$92,060
Implementation Costs		\$436,710
SUBTOTAL		\$1,193,783
DISCOUNT		\$377,804
SUBTOTAL		\$815,979
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$106,500
OPTIONS CREDIT		\$155,398
YEAR 1 GRAND TOTAL		\$554,081

League City Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$123,834
Year 3	\$130,344
Year 4	\$137,198
Year 5	\$144,380
Year 6	\$136,083
Year 7	\$143,639
Year 8	\$151,601
Year 9	\$159,999
Year 10	\$168,859

League City Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$49,372	\$7,292	\$7,697	\$8,124	\$8,574	\$9,050	\$9,551	\$10,008	\$10,638	\$11,227
eCitation	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185	\$9,185
CAD VDI	\$44,026	\$1,912	\$2,018	\$2,130	\$2,248	\$2,373	\$2,504	\$2,643	\$2,789	\$2,943
RMS VDI	\$18,136	\$692	\$731	\$771	\$814	\$859	\$907	\$957	\$1,010	\$1,066
Command Central Evidence	\$719	\$719	\$719	\$719	\$719	\$719	\$719	\$719	\$719	\$719
Command Central Community	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960	\$9,960
Command Central Investigate	\$37,126	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154	\$34,154
Disaster Recovery	\$102,852	\$27,937	\$29,108	\$30,329	\$31,605	\$13,962	\$14,682	\$15,440	\$16,237	\$17,077
Data Conversion	\$44,284									
Radio Integration	\$76,550									

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
CAPE Drone	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800	\$16,800
Command Central Aware	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000

8.3.1.2 City of Webster

City of Webster Base System	License Counts	Pricing For System Total
PremierOne CAD License	6	\$87,000
PremierOne CAD Mobile License	40	\$55,600
PremierOne RMS License	45	\$33,750
PremierOne RMS Mobile License	30	\$22,500
Site License Fee		\$29,828
Interface Fees		\$1,556
Primary Hardware/Server Software		\$35,873
Implementation Costs		\$170,173
SUBTOTAL		\$436,280
DISCOUNT		\$147,220
SUBTOTAL		\$289,060
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$41,500
YEAR 1 GRAND TOTAL		\$247,560

City of Webster Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$48,255
Year 3	\$50,791
Year 4	\$53,462
Year 5	\$56,261
Year 6	\$53,028
Year 7	\$55,972
Year 8	\$59,074
Year 9	\$62,347
Year 10	\$65,800

City of Webster Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$19,239	\$2,841	\$2,999	\$3,166	\$3,341	\$3,526	\$3,722	\$3,928	\$4,145	\$4,375
eCitation	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579	\$3,579
CAD VDI	\$17,156	\$745	\$786	\$830	\$876	\$925	\$976	\$1,030	\$1,087	\$1,147
RMS VDI	\$7,067	\$270	\$285	\$301	\$317	\$335	\$353	\$373	\$394	\$415
Command Central Evidence	\$280	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279
Command Central Community	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340
Command Central Investigate	\$14,467	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119	\$13,119
Disaster Recovery	\$40,078	\$10,886	\$11,342	\$11,819	\$12,315	\$5,441	\$5,721	\$6,016	\$6,327	\$6,654
Data Conversion	\$17,256									
Radio Integration	\$29,829									

8.3.1.3 City of Nassau Bay

City of Nassau Bay Base System	License Counts	Pricing For System Total
PremierOne CAD License	1	\$14,500
PremierOne CAD Mobile License	11	\$15,290
PremierOne RMS License	2	\$1,500
PremierOne RMS Mobile License	10	\$7,500
Site License Fee		\$5,819
Interface Fees		\$465
Primary Hardware/Server Software		\$10,719
Implementation Costs		\$50,847
SUBTOTAL		\$106,640
DISCOUNT		\$43,988
SUBTOTAL		\$62,652
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$12,400
OPTIONS CREDIT		\$9,497
YEAR 1 GRAND TOTAL		\$40,755

City of Nassau Bay Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$14,418
Year 3	\$15,176
Year 4	\$15,974
Year 5	\$16,810
Year 6	\$15,844
Year 7	\$16,724
Year 8	\$17,651
Year 9	\$18,629
Year 10	\$19,661

City of Nassau Bay Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$5,748	\$849	\$896	\$946	\$998	\$1,054	\$1,112	\$1,174	\$1,239	\$1,307
eCitation	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069
CAD VDI	\$5,126	\$223	\$235	\$248	\$262	\$276	\$292	\$308	\$325	\$343
RMS VDI	\$2,112	\$81	\$85	\$90	\$95	\$100	\$106	\$111	\$118	\$124
Command Central Evidence	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84
Command Central Community	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240	\$3,240
Command Central Investigate	\$4,323	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937	\$3,937
Disaster Recovery	\$11,975	\$3,253	\$3,389	\$3,531	\$3,680	\$1,626	\$1,709	\$1,798	\$1,891	\$1,988
Data Conversion	\$5,156									
Radio Integration	\$8,913									

8.3.1.4 City of La Porte

City of La Porte Base System	License Counts	Pricing For System Total
PremierOne CAD License	13	\$188,500
PremierOne CAD Mobile License	100	\$139,000
PremierOne RMS License	40	\$30,000
PremierOne RMS Mobile License	55	\$41,250
Site License Fee		\$59,813
Interface Fees		\$3,228
Primary Hardware/Server Software		\$74,426
Implementation Costs		\$353,059
SUBTOTAL		\$889,276
DISCOUNT		\$305,436
SUBTOTAL		\$583,840
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$86,100
OPTIONS CREDIT		\$29,257
YEAR 1 GRAND TOTAL		\$468,483

City of La Porte Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$100,114
Year 3	\$105,377
Year 4	\$110,918
Year 5	\$116,724
Year 6	\$110,016
Year 7	\$116,125
Year 8	\$122,562
Year 9	\$129,352
Year 10	\$136,514

City of La Porte Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$39,915	\$5,895	\$6,222	\$6,568	\$6,932	\$7,316	\$7,722	\$8,149	\$8,600	\$9,076
eCitation	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425	\$7,425
CAD VDI	\$35,593	\$1,545	\$1,631	\$1,722	\$1,817	\$1,918	\$2,024	\$2,136	\$2,255	\$2,380
RMS VDI	\$14,662	\$560	\$591	\$624	\$658	\$695	\$733	\$774	\$816	\$862
Command Central Evidence	\$571	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570
Command Central Community	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140	\$7,140
Command Central Investigate	\$30,014	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512	\$29,512
Disaster Recovery	\$83,151	\$22,586	\$23,532	\$24,520	\$25,551	\$11,288	\$11,870	\$12,482	\$13,127	\$13,806
Data Conversion	\$35,801									
Radio Integration	\$61,887									

8.3.1.5 City of Deer Park

City of Deer Park Base System	License Counts	Pricing For System Total
PremierOne CAD License	7	\$101,500
PremierOne CAD Mobile License	46	\$63,940
PremierOne RMS License	48	\$36,000
PremierOne RMS Mobile License	34	\$25,500
Site License Fee		\$34,041
Interface Fees		\$3,082
Primary Hardware/Server Software		\$71,055
Implementation Costs		\$337,066
SUBTOTAL		\$672,184
DISCOUNT		\$291,601
SUBTOTAL		\$380,583
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$82,200
YEAR 1 GRAND TOTAL		\$298,383

City of Deer Park Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$95,579
Year 3	\$100,604
Year 4	\$105,894
Year 5	\$111,437
Year 6	\$105,033
Year 7	\$110,865
Year 8	\$117,010
Year 9	\$123,493
Year 10	\$130,331

City of Deer Park Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$38,107	\$5,628	\$5,940	\$6,270	\$6,618	\$6,985	\$7,372	\$7,780	\$8,211	\$8,665
eCitation	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089	\$7,089
CAD VDI	\$33,980	\$1,475	\$1,557	\$1,644	\$1,735	\$1,831	\$1,933	\$2,040	\$2,153	\$2,272
RMS VDI	\$13,998	\$534	\$564	\$595	\$628	\$663	\$700	\$739	\$780	\$823
Command Central Evidence	\$555	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492
Command Central Community	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Command Central Investigate	\$28,655	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417	\$25,417
Disaster Recovery	\$79,384	\$21,563	\$22,466	\$23,409	\$24,394	\$10,777	\$11,332	\$11,917	\$12,532	\$13,181
Data Conversion	\$34,180									
Radio Integration	\$59,084									

8.3.1.6 City of Alvin

City of Alvin Base System	License Counts	Pricing For System Total
PremierOne CAD License	9	\$130,500
PremierOne CAD Mobile License	35	\$48,650
PremierOne RMS License	39	\$29,250
PremierOne RMS Mobile License	35	\$26,250
Site License Fee		\$35,198
Interface Fees		\$2,156
Primary Hardware/Server Software		\$49,704
Implementation Costs		\$254,877
SUBTOTAL		\$576,585
DISCOUNT		\$203,979
SUBTOTAL		\$372,606
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$57,500
OPTIONS CREDIT		\$23,553
YEAR 1 GRAND TOTAL		\$291,553

City of Alvin Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$66,859
Year 3	\$70,374
Year 4	\$74,074
Year 5	\$77,951
Year 6	\$73,472
Year 7	\$77,551
Year 8	\$81,850
Year 9	\$86,385
Year 10	\$91,168

City of Alvin Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$26,656	\$3,937	\$4,155	\$4,386	\$4,629	\$4,886	\$5,157	\$5,442	\$5,744	\$6,061
eCitation	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959	\$4,959
CAD VDI	\$23,770	\$1,032	\$1,089	\$1,150	\$1,214	\$1,281	\$1,352	\$1,427	\$1,506	\$1,589
RMS VDI	\$9,792	\$374	\$395	\$416	\$439	\$464	\$490	\$517	\$545	\$575
Command Central Evidence	\$388	\$365	\$365	\$365	\$365	\$365	\$365	\$365	\$365	\$365
Command Central Community	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400
Command Central Investigate	\$20,045	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826	\$18,826
Disaster Recovery	\$55,530	\$15,083	\$15,715	\$16,375	\$17,064	\$7,538	\$7,927	\$8,336	\$8,767	\$9,220
Data Conversion	\$23,909									
Radio Integration	\$41,330									

8.3.1.7 City of Seabrook

City of Seabrook Base System	License Counts	Pricing For System Total
PremierOne CAD License	5	\$72,500
PremierOne CAD Mobile License	25	\$34,750
PremierOne RMS License	17	\$12,750
PremierOne RMS Mobile License	1	\$750
Site License Fee		\$18,113
Interface Fees		\$1,080
Primary Hardware/Server Software		\$24,895
Implementation Costs		\$118,096
SUBTOTAL		\$282,934
DISCOUNT		\$102,167
SUBTOTAL		\$180,767
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$28,800
YEAR 1 GRAND TOTAL		\$151,967

City of Seabrook Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$33,488
Year 3	\$35,248
Year 4	\$37,101
Year 5	\$39,044
Year 6	\$36,800
Year 7	\$38,843
Year 8	\$40,996
Year 9	\$43,267
Year 10	\$45,663

City of Seabrook Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$13,351	\$1,972	\$2,081	\$2,197	\$2,319	\$2,447	\$2,583	\$2,726	\$2,877	\$3,036
eCitation	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484	\$2,484
CAD VDI	\$11,906	\$517	\$546	\$576	\$608	\$642	\$677	\$715	\$754	\$796
RMS VDI	\$4,904	\$187	\$198	\$209	\$220	\$232	\$245	\$259	\$273	\$288
Command Central Evidence	\$194	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166
Command Central Community	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320
Command Central Investigate	\$10,040	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586	\$8,586
Disaster Recovery	\$27,813	\$7,555	\$7,871	\$8,202	\$8,547	\$3,776	\$3,970	\$4,175	\$4,391	\$4,618
Data Conversion	\$11,975									
Radio Integration	\$20,701									

8.3.1.8 City of Kemah

City of Kemah Base System	License Counts	Pricing For System Total
PremierOne CAD License	5	\$72,500
PremierOne CAD Mobile License	7	\$9,730
PremierOne RMS License	10	\$7,500
PremierOne RMS Mobile License	7	\$5,250
Site License Fee		\$14,247
Interface Fees		\$465
Primary Hardware/Server Software		\$10,719
Implementation Costs		\$50,847
SUBTOTAL		\$171,258
DISCOUNT		\$43,988
SUBTOTAL		\$127,270
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$12,400
OPTIONS CREDIT		\$18,465
YEAR 1 GRAND TOTAL		\$96,405

City of Kemah Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$14,418
Year 3	\$15,176
Year 4	\$15,974
Year 5	\$16,810
Year 6	\$15,844
Year 7	\$16,724
Year 8	\$17,651
Year 9	\$18,629
Year 10	\$19,661

City of Kemah Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$5,748	\$849	\$896	\$946	\$998	\$1,054	\$1,112	\$1,174	\$1,239	\$1,307
eCitation	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069	\$1,069
CAD VDI	\$5,126	\$223	\$235	\$248	\$262	\$276	\$292	\$308	\$325	\$343
RMS VDI	\$2,112	\$81	\$85	\$90	\$95	\$100	\$106	\$111	\$118	\$124
Command Central Evidence	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84
Command Central Community	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360
Command Central Investigate	\$4,323	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321	\$4,321
Disaster Recovery	\$11,975	\$3,253	\$3,389	\$3,531	\$3,680	\$1,626	\$1,709	\$1,798	\$1,891	\$1,988
Data Conversion	\$5,156									
Radio Integration	\$8,913									

8.3.1.9 City of Morgan's Point

City of Morgan's Point Base System	License Counts	Pricing For System Total
PremierOne CAD License		
PremierOne CAD Mobile License	4	\$5,560
PremierOne RMS License	4	\$3,000
PremierOne RMS Mobile License	4	\$3,000
Site License Fee		\$1,734
Interface Fees		\$153
Primary Hardware/Server Software		\$3,544
Implementation Costs		\$16,812
SUBTOTAL		\$33,803
DISCOUNT		\$14,545
SUBTOTAL		\$19,258
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$4,100
OPTIONS CREDIT		\$1,684
YEAR 1 GRAND TOTAL		\$13,474

City of Morgan's Point Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$4,767
Year 3	\$5,018
Year 4	\$5,282
Year 5	\$5,558
Year 6	\$5,239
Year 7	\$5,530
Year 8	\$5,836
Year 9	\$6,160
Year 10	\$6,501

Morgan's Point Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$1,901	\$281	\$296	\$313	\$330	\$348	\$368	\$388	\$410	\$432
eCitation	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354
CAD VDI	\$1,695	\$74	\$78	\$82	\$87	\$91	\$96	\$102	\$107	\$113
RMS VDI	\$698	\$27	\$28	\$30	\$31	\$33	\$35	\$37	\$39	\$41
Command Central Evidence	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28
Command Central Community	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760
Command Central Investigate	\$1,429	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036	\$1,036
Disaster Recovery	\$3,960	\$1,076	\$1,121	\$1,168	\$1,217	\$538	\$565	\$594	\$625	\$657
Data Conversion	\$1,705									
Radio Integration	\$2,947									

8.3.2 City of Texas City

City of Texas City Base System	License Counts	Pricing For System Total
PremierOne CAD License	5	\$72,500
PremierOne CAD Mobile License	93	\$129,270
PremierOne RMS License	31	\$23,250
PremierOne RMS Mobile License	70	\$52,500
Site License Fee		\$41,628
Interface Fees		\$4,342
Primary Hardware/Server Software		\$100,099
Implementation Costs		\$474,845
SUBTOTAL		\$898,434
DISCOUNT		\$410,796
SUBTOTAL		\$487,638
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$115,800
YEAR 1 GRAND TOTAL		\$371,838

City of Texas City Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$134,648
Year 3	\$141,726
Year 4	\$149,179
Year 5	\$156,988
Year 6	\$147,966
Year 7	\$156,182
Year 8	\$164,839
Year 9	\$173,971
Year 10	\$183,605

City of Texas City Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$53,683	\$7,928	\$8,369	\$8,833	\$9,323	\$9,840	\$10,385	\$10,960	\$11,567	\$12,207
eCitation	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987	\$9,987
CAD VDI	\$47,870	\$2,079	\$2,194	\$2,316	\$2,444	\$2,580	\$2,723	\$2,873	\$3,033	\$3,200
RMS VDI	\$19,720	\$753	\$795	\$839	\$885	\$934	\$986	\$1,041	\$1,098	\$1,159
Command Central Evidence	\$782	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$735	\$735
Command Central Community	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620	\$7,620
Command Central Investigate	\$40,368	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952	\$37,952
Disaster Recovery	\$111,833	\$753	\$795	\$839	\$885	\$934	\$986	\$1,041	\$1,098	\$1,159
Data Conversion	\$48,151									
Radio Integration	\$83,235									

8.3.2.1 City of Dickinson

City of Dickinson Base System	License Counts	Pricing For System Total
PremierOne CAD License	11	\$159,500
PremierOne CAD Mobile License	25	\$34,750
PremierOne RMS License	38	\$28,500
PremierOne RMS Mobile License	21	\$15,750
Site License Fee		\$35,775
Interface Fees		\$1,166
Primary Hardware/Server Software		\$26,883
Implementation Costs		\$127,528
SUBTOTAL		\$429,852
DISCOUNT		\$110,326
SUBTOTAL		\$319,526
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$31,100
OPTIONS CREDIT		\$37,810
YEAR 1 GRAND TOTAL		\$250,616

City of Dickinson Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$36,162
Year 3	\$38,063
Year 4	\$40,064
Year 5	\$42,162
Year 6	\$39,739
Year 7	\$41,945
Year 8	\$44,270
Year 9	\$46,723
Year 10	\$49,310

City of Dickinson Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$14,418	\$2,129	\$2,248	\$2,372	\$2,504	\$2,643	\$2,789	\$2,944	\$3,107	\$3,278
eCitation	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683	\$2,683
CAD VDI	\$12,856	\$558	\$589	\$622	\$656	\$693	\$731	\$772	\$814	\$860
RMS VDI	\$5,296	\$202	\$213	\$225	\$238	\$251	\$265	\$279	\$295	\$311
Command Central Evidence	\$210	\$186	\$186	\$186	\$186	\$186	\$186	\$186	\$186	\$186
Command Central Community	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320	\$4,320
Command Central Investigate	\$10,841	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598	\$9,598
Disaster Recovery	\$30,035	\$8,158	\$8,500	\$8,857	\$9,229	\$4,077	\$4,287	\$4,509	\$4,742	\$4,987
Data Conversion	\$12,932									
Radio Integration	\$22,354									

8.3.2.2 City of Santa Fe

City of Santa Fe Base System	License Counts	Pricing For System Total
PremierOne CAD License	3	\$43,500
PremierOne CAD Mobile License	12	\$16,680
PremierOne RMS License	20	\$15,000
PremierOne RMS Mobile License	12	\$9,000
Site License Fee		\$12,627
Interface Fees		\$885
Primary Hardware/Server Software		\$20,400
Implementation Costs		\$96,773
SUBTOTAL		\$214,865
DISCOUNT		\$83,720
SUBTOTAL		\$131,145
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$23,600
YEAR 1 GRAND TOTAL		\$107,545

City of Santa Fe Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$27,441
Year 3	\$28,884
Year 4	\$30,403
Year 5	\$31,994
Year 6	\$30,155
Year 7	\$31,830
Year 8	\$33,594
Year 9	\$35,455
Year 10	\$37,419

City of Santa Fe Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$10,941	\$1,616	\$1,706	\$1,800	\$1,900	\$2,005	\$2,116	\$2,234	\$2,354	\$2,488
eCitation	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035
CAD VDI	\$9,756	\$424	\$447	\$472	\$498	\$526	\$555	\$586	\$618	\$652
RMS VDI	\$4,019	\$153	\$162	\$171	\$180	\$190	\$201	\$212	\$224	\$236
Command Central Evidence	\$159	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142
Command Central Community	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720
Command Central Investigate	\$8,227	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336	\$7,336
Disaster Recovery	\$22,792	\$6,191	\$6,450	\$6,721	\$7,003	\$3,094	\$3,253	\$3,421	\$3,598	\$3,784
Data Conversion	\$9,813									
Radio Integration	\$16,963									

8.3.2.3 City of La Marque

City of La Marque Base System	License Counts	Pricing For System Total
PremierOne CAD License	6	\$87,000
PremierOne CAD Mobile License	30	\$41,700
PremierOne RMS License	50	\$37,500
PremierOne RMS Mobile License	30	\$22,500
Site License Fee		\$28,305
Interface Fees		\$1,357
Primary Hardware/Server Software		\$31,292
Implementation Costs		\$148,440
SUBTOTAL		\$398,094
DISCOUNT		\$128,418
SUBTOTAL		\$269,676
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$36,200
OPTIONS CREDIT		\$40,300
YEAR 1 GRAND TOTAL		\$193,176

City of La Marque Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$42,092
Year 3	\$44,305
Year 4	\$46,635
Year 5	\$49,076
Year 6	\$46,255
Year 7	\$48,824
Year 8	\$51,530
Year 9	\$54,385
Year 10	\$57,396

City of La Marque Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$16,782	\$2,478	\$2,616	\$2,761	\$2,914	\$3,076	\$3,246	\$3,426	\$3,616	\$3,816
eCitation	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122
CAD VDI	\$14,965	\$650	\$686	\$724	\$764	\$806	\$851	\$898	\$948	\$1,000
RMS VDI	\$6,164	\$235	\$248	\$262	\$277	\$292	\$308	\$325	\$343	\$362
Command Central Evidence	\$244	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212
Command Central Community	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560	\$4,560
Command Central Investigate	\$12,619	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936	\$10,936
Disaster Recovery	\$15,052	\$9,496	\$9,894	\$10,309	\$10,743	\$4,746	\$4,991	\$5,248	\$5,519	\$5,805
Data Conversion	\$15,052									
Radio Integration	\$26,020									

8.3.2.4 City of Sugar Land

City of Sugar Land Base System	License Counts	Pricing For System Total
PremierOne CAD License	15	\$217,500
PremierOne CAD Mobile License	180	\$250,200
PremierOne RMS License	130	\$97,500
PremierOne RMS Mobile License	110	\$82,500
Site License Fee		\$97,155
Interface Fees		\$4,800
Primary Hardware/Server Software		\$110,645
Implementation Costs		\$524,872
SUBTOTAL		\$1,385,172
DISCOUNT		\$454,075
SUBTOTAL		\$931,097
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$128,000
OPTIONS CREDIT		\$85,604
YEAR 1 GRAND TOTAL		\$717,493

City of Sugar Land Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$148,834
Year 3	\$156,658
Year 4	\$164,895
Year 5	\$173,527
Year 6	\$163,555
Year 7	\$172,636
Year 8	\$182,205
Year 9	\$192,300
Year 10	\$202,948

City of Sugar Land Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$59,339	\$8,764	\$9,250	\$9,764	\$10,305	\$10,877	\$11,479	\$12,115	\$12,786	\$13,493
eCitation	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039	\$11,039
CAD VDI	\$52,914	\$2,298	\$2,425	\$2,560	\$2,702	\$2,852	\$3,010	\$3,176	\$3,352	\$3,538
RMS VDI	\$21,797	\$832	\$878	\$927	\$978	\$1,033	\$1,090	\$1,150	\$1,214	\$1,281
Command Central Evidence	\$975	\$925	\$925	\$925	\$925	\$925	\$925	\$925	\$925	\$925
Command Central Community	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720	\$12,720
Command Central Investigate	\$49,681	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749	\$47,749
Disaster Recovery	\$123,615	\$33,577	\$34,984	\$36,452	\$37,985	\$16,781	\$17,646	\$18,557	\$19,515	\$20,524
Data Conversion	\$53,224									
Radio Integration	\$92,004									

8.3.2.5 City of Galveston

City of Galveston Base System	License Counts	Pricing For System Total
PremierOne CAD License	11	\$159,500
PremierOne CAD Mobile License	105	\$145,950
PremierOne RMS License	75	\$56,250
PremierOne RMS Mobile License	85	\$63,750
Site License Fee		\$63,818
Interface Fees		\$6,615
Primary Hardware/Server Software		\$152,483
Implementation Costs		\$723,340
SUBTOTAL		\$1,371,706
DISCOUNT		\$625,772
SUBTOTAL		\$745,934
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$176,400
YEAR 1 GRAND TOTAL		\$569,534

City of Galveston Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$205,112
Year 3	\$215,894
Year 4	\$227,247
Year 5	\$239,142
Year 6	\$225,399
Year 7	\$237,914
Year 8	\$251,102
Year 9	\$265,013
Year 10	\$279,688

City of Galveston Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$81,777	\$12,077	\$12,748	\$13,456	\$14,202	\$14,989	\$15,820	\$16,696	\$17,620	\$18,595
eCitation	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213	\$15,213
CAD VDI	\$72,922	\$3,166	\$3,342	\$3,528	\$3,723	\$3,930	\$4,148	\$4,377	\$4,620	\$4,875
RMS VDI	\$30,039	\$1,147	\$1,210	\$1,277	\$1,348	\$1,423	\$1,502	\$1,585	\$1,673	\$1,765
Command Central Evidence	\$1,191	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010	\$1,010
Command Central Community	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180	\$12,180
Command Central Investigate	\$61,493	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139	\$52,139
Disaster Recovery	\$170,358	\$46,273	\$48,212	\$50,236	\$52,348	\$23,126	\$24,319	\$25,573	\$26,894	\$28,285
Data Conversion	\$73,349									
Radio Integration	\$126,793									

8.3.2.6 City of Jamaica Beach

City of Jamaica Beach Base System	License Counts	Pricing For System Total
PremierOne CAD License		
PremierOne CAD Mobile License	5	\$6,950
PremierOne RMS License		
PremierOne RMS Mobile License		
Site License Fee		\$1,043
Interface Fees		\$165
Primary Hardware/Server Software		\$3,803
Implementation Costs		\$18,042
SUBTOTAL		\$30,003
DISCOUNT		\$15,609
SUBTOTAL		\$14,394
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$4,400
YEAR 1 GRAND TOTAL		\$9,994

City of Jamaica Beach Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$5,116
Year 3	\$5,385
Year 4	\$5,668
Year 5	\$5,965
Year 6	\$5,622
Year 7	\$5,934
Year 8	\$6,263
Year 9	\$6,610
Year 10	\$6,976

City of Jamaica Beach Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$2,040	\$301	\$318	\$336	\$354	\$374	\$395	\$416	\$440	\$464
eCitation	\$379	\$379	\$379	\$379	\$379	\$379	\$379	\$379	\$379	\$379
CAD VDI	\$1,819	\$79	\$83	\$88	\$93	\$98	\$103	\$109	\$115	\$122
RMS VDI	\$749	\$29	\$30	\$32	\$34	\$35	\$37	\$40	\$42	\$44
Command Central Evidence	\$39	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37
Command Central Community	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700
Command Central Investigate	\$1,902	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889	\$1,889
Disaster Recovery	\$4,249	\$29	\$30	\$32	\$34	\$35	\$37	\$40	\$42	\$44
Data Conversion	\$1,830									
Radio Integration	\$3,163									

8.3.2.7 UTMB Police – Galveston

UTMB Police - Galveston Base System	License Counts	Pricing For System Total
PremierOne CAD License	3	\$43,500
PremierOne CAD Mobile License	16	\$22,240
PremierOne RMS License	20	\$15,000
PremierOne RMS Mobile License	16	\$12,000
Site License Fee		\$13,911
Interface Fees		\$833
Primary Hardware/Server Software		\$19,190
Implementation Costs		\$91,033
SUBTOTAL		\$217,707
DISCOUNT		\$78,754
SUBTOTAL		\$138,953
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$22,200
YEAR 1 GRAND TOTAL		\$116,753

UTMB Police – Galveston Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$25,813
Year 3	\$27,170
Year 4	\$28,599
Year 5	\$30,096
Year 6	\$28,367
Year 7	\$29,942
Year 8	\$31,601
Year 9	\$33,352
Year 10	\$35,199

UTMB Police – Galveston Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$10,292	\$1,520	\$1,604	\$1,693	\$1,787	\$1,886	\$1,991	\$2,101	\$2,218	\$2,340
eCitation	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915	\$1,915
CAD VDI	\$9,177	\$398	\$421	\$444	\$469	\$495	\$522	\$551	\$581	\$614
RMS VDI	\$3,780	\$144	\$152	\$161	\$170	\$179	\$189	\$199	\$211	\$222
Command Central Evidence	\$180	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175
Command Central Community	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Command Central Investigate	\$9,739	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034	\$9,034
Disaster Recovery	\$21,440	\$5,823	\$6,068	\$6,322	\$6,588	\$2,910	\$3,060	\$3,218	\$3,385	\$3,560
Data Conversion	\$9,231									
Radio Integration	\$15,957									

8.3.2.8 Port of Houston Police

Port of Houston Police Base System	License Counts	Pricing For System Total
PremierOne CAD License	11	\$159,500
PremierOne CAD Mobile License	43	\$59,770
PremierOne RMS License	16	\$12,000
PremierOne RMS Mobile License	25	\$18,750
Site License Fee		\$37,503
Interface Fees		\$758
Primary Hardware/Server Software		\$17,461
Implementation Costs		\$122,161
SUBTOTAL		\$427,903
DISCOUNT		\$71,659
SUBTOTAL		\$356,244
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$20,200
OPTIONS CREDIT		\$128,299
YEAR 1 GRAND TOTAL		\$207,745

Port of Houston Police Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$23,488
Year 3	\$24,723
Year 4	\$26,023
Year 5	\$27,385
Year 6	\$25,811
Year 7	\$27,244
Year 8	\$28,754
Year 9	\$30,347
Year 10	\$32,028

Port of Houston Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$9,364	\$1,383	\$1,460	\$1,541	\$1,626	\$1,716	\$1,812	\$1,912	\$2,018	\$2,129
eCitation	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742
CAD VDI	\$8,350	\$363	\$383	\$404	\$426	\$450	\$475	\$501	\$529	\$558
RMS VDI	\$3,440	\$131	\$139	\$146	\$154	\$163	\$172	\$182	\$192	\$202
Command Central Evidence	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136
Command Central Community	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680	\$4,680
Command Central Investigate	\$7,042	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147	\$6,147
Disaster Recovery	\$19,508	\$5,299	\$5,521	\$5,753	\$5,995	\$2,648	\$2,785	\$2,928	\$3,080	\$3,239
Data Conversion	\$8,399									
Radio Integration	\$14,519									

8.3.2.9 Shoreacres

City of Shoreacres Base System	License Counts	Pricing For System Total
PremierOne CAD License		
PremierOne CAD Mobile License		
PremierOne RMS License		
PremierOne RMS Mobile License		
Site License Fee		
Interface Fees		\$153
Primary Hardware/Server Software		\$3,544
Implementation Costs		\$16,812
SUBTOTAL		\$20,509
DISCOUNT		\$14,545
SUBTOTAL		\$5,964
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$4,100
YEAR 1 GRAND TOTAL		\$1,864

City of Shoreacres Lake Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$4,767
Year 3	\$5,018
Year 4	\$5,282
Year 5	\$5,558
Year 6	\$5,239
Year 7	\$5,530
Year 8	\$5,836
Year 9	\$6,160
Year 10	\$6,501

City of Shoreacres Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$1,901	\$281	\$296	\$313	\$330	\$348	\$368	\$388	\$410	\$432
eCitation	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354	\$354
CAD VDI	\$1,695	\$776	\$824	\$860	\$904	\$949	\$996	\$1,046	\$1,098	\$1,153
RMS VDI	\$698	\$27	\$28	\$30	\$31	\$33	\$35	\$37	\$39	\$41
Command Central Evidence	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
Command Central Community	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650
Command Central Investigate	\$1,429	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425	\$1,425
Disaster Recovery	\$3,960	\$27	\$28	\$30	\$31	\$33	\$35	\$37	\$39	\$41
Data Conversion	\$1,705									
Radio Integration	\$2,947									

8.3.2.10 City of El Lago / Taylor Lake

City of El Lago / Taylor Lake Base System	License Counts	Pricing For System Total
PremierOne CAD License	1	\$14,500
PremierOne CAD Mobile License	8	\$11,120
PremierOne RMS License	7	\$5,250
PremierOne RMS Mobile License	8	\$6,000
Site License Fee		\$5,531
Interface Fees		\$255
Primary Hardware/Server Software		\$5,878
Implementation Costs		\$27,884
SUBTOTAL		\$76,418
DISCOUNT		\$24,123
SUBTOTAL		\$52,295
ADDITIONAL DISCOUNT FOR 2021 CONTRACT SIGNING AND 10 YEAR COMMITMENT (EXTENDED)		\$6,800
OPTIONS CREDIT		\$32,019
YEAR 1 GRAND TOTAL		\$13,476

City of El Lago / Taylor Lake Maintenance

Standard Maintenance Summary PremierOne CAD, Mobile, and RMS	
Year 1	Warranty
Year 2	\$7,907
Year 3	\$8,322
Year 4	\$8,760
Year 5	\$9,219
Year 6	\$8,689
Year 7	\$9,171
Year 8	\$9,680
Year 9	\$10,216
Year 10	\$10,782

City of El Lago / Taylor Lake Options

Proposal Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PremierOne Handheld	\$3,152	\$466	\$491	\$519	\$547	\$578	\$610	\$644	\$679	\$717
eCitation	\$587	\$587	\$587	\$587	\$587	\$587	\$587	\$587	\$587	\$587
CAD VDI	\$2,811	\$122	\$129	\$136	\$144	\$151	\$160	\$169	\$178	\$188
RMS VDI	\$1,158	\$44	\$47	\$49	\$52	\$55	\$58	\$61	\$64	\$68
Command Central Evidence	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37
Command Central Community	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Command Central Investigate	\$2,370	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903	\$1,903
Disaster Recovery	\$6,567	\$1,784	\$1,859	\$1,937	\$2,018	\$891	\$937	\$986	\$1,037	\$1,090
Data Conversion	\$2,828									
Radio Integration	\$4,888									



MASTER CUSTOMER AGREEMENT (“MCA”)

INCLUDING THE:

- ***EQUIPMENT PURCHASE AND SOFTWARE LICENSE ADDENDUM***
- ***SOFTWARE PRODUCTS ADDENDUM***
- ***SUBSCRIPTION SOFTWARE ADDENDUM***
- ***SHARED AGENCY AGREEMENT***
- ***MAINTENANCE AND SUPPORT AGREEMENT.***

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, Motorola Solutions’ proposal response to the League City RFP 22-010, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum, except as provided in this section. Notwithstanding any provision to the contrary in this MCA or Addendum or Ordering Document, the Parties agree that: (1) the pricing shown in the Addendum attached hereto shall govern this MCA; (2) in no event shall League City be obligated to greater than its share among the consortium agencies of equipment and annual maintenance costs, which are anticipated to be \$253,485 for year 1 _ \$292,990 for year 10, respectively; (3) fellow consortium agencies will be allowed no less than sixty (60) days from the Effective Date to execute their own contracts with Motorola Solutions, Inc.; and (4) all discounts and pricing offered to League City will be available to fellow consortium agencies. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document. The parties agree that any pricing changes due to Agency participation or changes in Scope will be mutually agreed upon and timely executed with a Change Order. If the Change Order is not executed within 90 days from date of notification of change in Agency participation or change in Scope, Motorola will have the right to execute the pricing change. Change Orders are effective and binding on the Parties; and if there are any inconsistencies between the Agreement and the provisions of the executed Change Order, the provisions of the Change Order will prevail.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and

Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer’s custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users’ names, passwords and login credentials for access to Products and Services. “**Authorized Users**” are Customer’s employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a “**Prohibited Jurisdiction**”), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a “**Change Order**”). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein. Customer may terminate this Agreement for any reason upon giving Motorola 60 days advance written notice. If the Customer exercises this right to terminate, Customer will be immediately liable to pay Motorola for the portion of the Contract Price attributable to the Equipment, and/or Software delivered, and all services performed, on or before the effective date of the termination; If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, the Customer will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the “**Fees**”) will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer’s receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Motorola will invoice the Host Agency and Shared Agency upon contract execution for the shared costs of the up-front implementation of the system and Motorola will invoice the Shared Agency annually for their portion (if any) of ongoing annual maintenance and subscription services identified in the Shared Agency Agreement. Motorola will invoice the adjusted costs of the annual maintenance and subscription services if a new Shared Agency is added (if any). Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Upon reasonable advance written notice to Customer, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services (“**Customer-Provided Equipment**”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, “**Non-Motorola Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola’s policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-

time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims: Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent

jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. To the extent permitted by law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not

apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than four (4) years after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient’s standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than

to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process

and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new

products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Texas. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Houston, Texas, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Galveston County, Texas. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or

authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

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

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

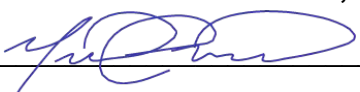
13.12. Shared Agency. Other public entities may purchase off of this Agreement under the same terms and conditions set forth herein through the use of a Shared Agency Addendum.

13.13. Certifications. By executing this Agreement Motorola verifies that Motorola (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

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

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

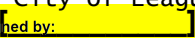
Motorola: Motorola Solutions, Inc.

By: 

Name: Micah Applewhite

Title: MSSSI Vice President

Date: March 10, 2022

Customer: City of League City
DocuSigned by: 

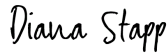
By: 
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John Baumgartner, P.E.,

City Manager

Date: 3/16/2022

Attest:

DocuSigned by:

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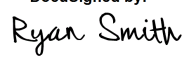
Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:

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Nghiem V. Doan, City Attorney

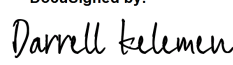
DocuSigned by:

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Ryan Smith, Director of IT/Facilities

DocuSigned by:

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Gary Ratliff, Chief of Police

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Darrell Kelemen, Support Services Commander

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of 3/16/2022 (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to

use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Software Products Addendum

This Software Products Addendum (this “**SPA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of 8/16/2022 (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

9. Addendum. This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

10. Software Systems; Applicable Terms and Conditions.

10.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

10.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this

Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

11. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

12. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

13. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth

in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

14. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

15. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, determines to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

16. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

17. Applicable End User Terms. Additional license terms apply to third-party software included in CAD and Records Products which are available online at: www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

18. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

18.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

18.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

18.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right

to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

19. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under this SPA.

19.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

19.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

20. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software.

20.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

20.2. Data Retrieval. Cloud hosted software will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 24 hours to be viewable.

20.3. Maintenance. Scheduled maintenance of cloud hosted Software will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance 24 hours in advance.

21. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of 3/16/2022 (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, 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 Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at

any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to

commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. 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 Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-

rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Shared Agency Agreement

This Shared Agency Agreement (“**SAA**”) is entered into between Motorola Solutions Inc. (“**Motorola**”) and the entity set forth below or in the MCA (“**Customer**” or “**Host Agency**”) and will be subject to and governed by the terms of the Master Customer Agreement (“**MCA**”) and any addendum (“**Addendum**” and collectively, the “**Addenda**”) entered into between the Parties, effective as of [REDACTED]. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the MCA.

By entering into this SAA, the Shared Agency affirms that they will fund their shared costs of the system and services, per the terms of the MCA and as identified in the pricing section of the attached Addenda. Shared Agency agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. Motorola will invoice the Shared Agency upon contract execution for the shared costs of the up-front implementation of the system and Motorola will invoice the Shared Agency annually for their portion (if any) of ongoing annual maintenance and subscription services identified in the Addenda.

Section 1: Definitions

- 1.1 Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the MCA.
- 1.2 Host Agency** – The “Host Agency” is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
- 1.3 Software**—“Software” means the PremierOne software licensed hereunder.

Section 2: License

- 2.1 Grant of License.** Motorola grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the MCA, as well as the terms and conditions specified in this SAA. The license fees paid by Shared Agency to Motorola shall be the same as those paid to Motorola by the Host Agency. Shared Agency agrees to comply with all such terms and conditions of the MCA and this SAA.
- 2.2 Termination.** This SAA will terminate automatically if and when the MCA terminates for any reason. Motorola or the Host Agency may immediately terminate this SAA and license at any time if the Shared Agency breaches the terms of this SAA or the MCA. The Host Agency may terminate this SAA at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software.
- 3.2 Warranty.** The Representations and Warranties for the Software is defined in Section 6 of the MCA is limited to the remaining time, if any, originally granted under the MCA.

Accepted and Approved:

[Shared Agency]

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Maintenance and Support Agreement

This Maintenance and Support Agreement (the “**Agreement**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred herein as a “**Party**” and collectively as the “**Parties**”. This Agreement is effective as of the date of the last signature (the “**Effective Date**”)

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

Section 1 **EXHIBITS**

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	“Covered Products, Support Options and Pricing”
Exhibit B	“Customer Support Plan”
Exhibit C	“Labor Rates”

Section 2 **DEFINITIONS**

“CSR” means Motorola Solutions Customer Service Request System.

“Equipment” means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

“Motorola” means Motorola Solutions, Inc., a Delaware corporation.

“Motorola Solutions Software” means Software that Motorola owns and is covered in this Maintenance and Support Agreement. .

“Non-Motorola Solutions Software” means Software that a Third Party other than Motorola owns.

“Optional Technical Support Services” means fee-based technical support services that are not covered as part of the standard Technical Support Services.

“Principal Period of Maintenance” or “PPM” means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

“Patch” means a specific change to the Software that does not require a Release.

“Products” means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

“Product Release” means the release of Motorola Software considered to be the next generation of an existing product or a new product offering.

“Releases” means an Upgrade to the Motorola Software.

“Residual Error” means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

“Services” means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

“Software” means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

“Specifications” means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

“Standard Business Day” means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

“Standard Business Hour” means a sixty (60) minute period of time starting at notification within a Standard Business Day(s).

“Start Date” means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

“System” means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to the applicable system agreement between Customer and Motorola.

“Technical Support Services” means the remote support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

“Upgrade” means the process of installing the latest or generally available version of the installed solution product.

Section 3 SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in the Customer Support Plan Exhibit for the Support Services package listed above and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is **TEN** (10) year(s), beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew

this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided (a) Customer pays to Motorola the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Customer Support Plan.

3.6. Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1. Motorola will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in this agreement and the Covered Products, Support Options and Pricing Exhibit. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, Motorola will provide to Customer without additional license fees an available Software Upgrade after receipt of a request from the Customer. The Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Motorola in connection with any onsite installation of the Software Upgrade. Software Upgrades, as defined in the Customer Support Plan, are designed to be delivered remotely. Services for onsite delivery requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any onsite installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Along with maintenance Software Releases, Motorola will make available new purchasable products, features and modules which are separate and distinct from the mainstream Motorola Solutions Software line of Products. Newly released Products may have {Product Name} as a pre-requisite and/or share some portion of the {Product Name} code base. Customers are not entitled to these products, features and modules, or upgrades to them within this Maintenance and Support Agreement, if they have not purchased the required licenses.

3.6.5. As part of the Software development process Motorola makes every reasonable effort to lessen impact to customer operations. Any change to existing functionality is done after thorough review of customer feedback and with announcement of said change. When it's not technically feasible to meet a particular requirement Motorola will proactively communicate the changes. Beyond these efforts Motorola does not warrant that a Release will meet Customer's particular requirement, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Errors addressed as part of the Software Release will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, Motorola will make available services to integrate these capabilities and functions to the upgraded version of the Software, which services may be fee based.

3.6.6. To the extent that the customer purchases an on-premise solution, Motorola's responsibilities under this Agreement to provide Technical Support Services in accordance with the package selected by the customer and as further detailed in the statement of work, customer support plan will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.6.7.

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless optional or a la carte Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines. Other services may be available for an additional fee and will be addressed with an amendment to the Agreement.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the ISP, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or customer provided software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to use a UPS system to protect against power interruptions as related to their on-premise equipment.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits or proxies if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems and performing System backup. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training (if available). The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola to confirm that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter. A full list of customer system management responsibilities is provided in the Customer Support Plan section 5.2.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10. Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and database management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12. Customer agrees not to attempt or apply any upgrades(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 9. CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement as of the Effective Date.

MOTOROLA SOLUTIONS, INC.

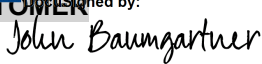
By: 

Name: Micah Applewhite

Title: MSSSI Vice President

Date: March 10, 2022

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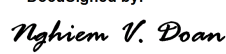
CUSTOMER
By: 
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Name: John Baumgartner

Title: City Manager

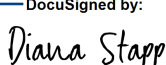
Date: 3/16/2022

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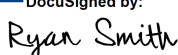
Nghiem Doan, City Attorney

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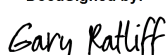
Diana Stapp, City Secretary

DocuSigned by:


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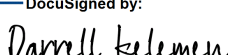
Ryan Smith, Director of IT/Facilities

DocuSigned by:


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Gary Ratliff, Chief of Police

DocuSigned by:


73446A41B9D04B7...

Darrell Kelemen, Support Services Commander

Maintenance and Support Agreement - Exhibit A
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT**TERM:**

CUSTOMER AGENCY		BILLING AGENCY	
Address		Address	
City, State, Zip		City, State, Zip	
Contact Name		Contact Name	
Contact Title		Contact Title	
Telephone Number		Telephone Number	
Email Address		Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP (800-674-4357)

Option 4 Software Products/Public Safety Applications:

- *Option 2) Computer Aided Dispatch and Mobile*
- *Option 2) PremierOne, Legacy CAD/Mobile*
- or*
- *Option 4) Records/Jail Management*
- *Option 2) PremierOne, Legacy Records*
- *Option 5) Offendertrak*

Site Identification Numbers

<i>Product Group</i>	<i>Site Identification Number</i>	<i>Phone Prompt</i>

Motorola Solutions Essential Support Services Include:

Customer Support Plan	Virtual Private Network VPN Tool
Case Management 24x7	HPE Defective Media Retention
Technical Support 9x5	Software Releases, as defined
Third-party Vendor Coordination	Access to Users Group Site
On-site Support (when applicable)	

Motorola Solutions Advanced Support Services Include:

All services noted above for Essential Support Services
PremierOne Solution Monitoring & Response

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level		Term Fees
				\$.00
				\$.00
				\$.00
TOTAL				\$.00

Maintenance and Support Agreement - Exhibit A Continued**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING****THIRD-PARTY VENDOR SUPPORTED PRODUCTS**

Vendor	Description	Vendor Service Level		Term Fees
				\$.00
				\$.00
				\$.00
TOTAL				\$.00

Optional Services Available:

Hardware Refresh*

User Conference Advanced Purchase**

Professional Services Upgrades*

Dedicated On-site Support Resource

Professional Service Training

Dedicated On-site Support Resource - GeoFile Services

Professional Services Consultation

*Require Multi-Year Agreement

****USERS CONFERENCE ADVANCE PURCHASE OPTION**

Users Conference Attendance	Year		Attendees	Qty	Fees
			Standard Attendance ¹		
			Registration Only		

Standard Attendance Fees Include the following:

- Registration fee
- Round trip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance²

¹ Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed

² Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference		Term Fees
				\$.00
				\$.00
				\$.00
TOTAL				\$.00

Maintenance and Support Agreement - Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees
Motorola Product TM	xx	\$.00
Added Motorola Product TM	xx	\$.00
Multi-System Discount - x%		(\$.00)
Multi-Year Discount - 2%		(\$.00)
SUBTOTAL MOTOROLA SUPPORT		\$.00
Vendor Product	xx	\$.00
Added Vendor Product	xx	\$.00
SUBTOTAL THIRD PARTY SUPPORT		\$.00
Optional Support Service	xx	\$.00
Added Optional Support Service	xx	\$.00
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$.00
GRAND TOTAL		\$.00
MONTHLY FEES (remove if not applicable)		\$.00

Maintenance and Support Agreement - Exhibit B

CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT

TERM:

CUSTOMER:

See Customer Support Plan on the following pages

Maintenance and Support Agreement - Exhibit C

LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT

TERM:

CUSTOMER:

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

RESOLUTION NO. R-2022-0027

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF LA MARQUE §

WHEREAS, the City Council of the City of La Marque, Texas (the “City”) deems it advisable to issue certificates of obligation (the “Certificates”) in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (“Preliminary Official Statement”) in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS THAT:

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Clerk is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates, and authorizes the City Manager or Finance Director to deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5. The City's financial advisor, Stifel, Nicolaus & Company, Incorporated, and bond counsel, Bracewell LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates in accordance with the aforesaid Preliminary Official Statement.

Section 6. The Mayor, City Manager, Finance Director, City Clerk, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 7. This resolution shall take effect immediately upon its passage.

Section 8. The notice and agenda relating to this meeting and heretofore posted by the City Clerk, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED on this the ____ day of _____, 2022.

CITY OF LA MARQUE, TEXAS

Mayor
City of La Marque, Texas

ATTEST:

City Clerk
City of La Marque, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of La Marque, Texas (the "City"), will meet at 1109-B Bayou Road, La Marque, Texas, 77568 at 6:00 p.m. on the [13th] day of July, 2020, which is the time and place tentatively set for a public hearing on and the final passage on first and final reading of an Ordinance Authorizing the Issuance and Sale of the City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2022; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto (the "Ordinance") and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount not to exceed [\$_____] payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's water, sewer and wastewater system, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (i) construction, acquisition and equipment of a public safety building, and (ii) cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is approximately [\$_____]. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of [____%]. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City is \$28,764,452, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City on time and in full is \$41,296,863.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this ____ day of _____, 2022.

[_____]

City Clerk
City of La Marque, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

I, the undersigned officer of the City Council of the City of La Marque, Texas, hereby certify as follows:

1. The City Council of the City of La Marque, Texas, convened in a [regular/special] meeting on the ____ day of _____, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Keith Bell	Mayor
Kimberley Yancy	Council Member, District A
Joe Compian	Mayor Pro Tem and Council Member, District B
Michael Carlson	Council Member, District C
Casey McAuliffe	Council Member, District D

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. R-2022-_____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE,
TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO
ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE
PREPARATION OF THE PRELIMINARY OFFICIAL STATEMENT; AND
APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: _____ Members shown present voted "Aye."

NOES: _____ Members shown present voted "No."

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and

foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this ____ day of _____, 2022.

City Clerk
City of La Marque, Texas

[SEAL]

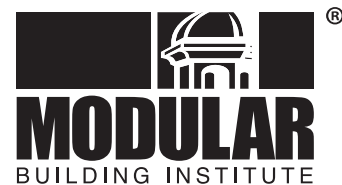
ICC G5-2019

Guideline for the Safe Use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components



ICC G5-2019

Guideline for the Safe Use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components



ICC G5-2019 Guideline for the Safe Use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components

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PRINTED IN THE USA

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Preface

Introduction

The principal purpose of the ICC Guideline series is to provide a state-of-the-art volume of knowledge that will contribute to public health, safety and general welfare in the built environment. Guideline projects are established based on market relevancy, demand, and the realization that existing technical information, regulations or standards, if any, do not adequately address the subject or that such existing technical information needs to be enhanced, clarified and made more user friendly. ICC Guidelines are in-depth topic-specific technical publications that have global relevancy and may be used internationally. They are different from codes or standards in that they will generally use nonmandatory language.

Maintenance

ICC Guidelines are not required to be updated on a specific cycle; however, they will be reviewed periodically and may be updated through a GDC-established process as needed based on changing trends, technology or relevant technical information.

Development

Development of the ICC Guideline series was approved by the ICC Board of Directors in September 2008. ICC Policy GP33 *Guideline Development* governs the development of ICC Guidelines and can be viewed on the ICC website at www.iccsafe.org. ICC Guidelines are developed with the establishment of a Guideline Development Committee (GDC). The GDC is made up of a diverse stakeholder population and the participants are focused on ensuring high-quality and timely technical information for the built environment's usage. Upon the GDC reaching consensus, the final draft is posted for a "Public Comment" period for 30 days. The GDC considers all public comments, revises the public comment draft as appropriate and sends its recommendations to ICC for publication.







About This Guideline

ICC G5-2019 Guideline for the Safe Use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components

This ICC Guideline is intended to help state and local jurisdictions—as well as owners, architects, builders and engineers—in their assessment as to how to design, review and approve International Organization for Standardization (ISO) intermodal shipping containers as a building element.

Benefits of This Guideline

Local jurisdictions and state administrative programs are reacting to the growing trend of shipping container repurposing but are behind in terms of regulations and compliance. A patchwork of regulations has emerged, creating potentially conflicting or duplicative requirements. This ICC Guideline is intended to provide guidance in this process.

The development of this ICC Guideline will greatly contribute to the health, safety and welfare of the built environment. Aside from the ICC-ES AC462 criteria, there are no current codes, guidance or references that exist to assist code officials and the business industry navigate this process in a predictable and safe manner. (See Appendix 3 for “New Provisions for Shipping Containers in the 2021 IBC”.)

Local authorities having jurisdiction (AHJ) need guidance on what to look for and how to address new or repurposed

containers that are being considered as a building element in their jurisdiction.

About the International Code Council®

The International Code Council is a member-focused association. It is dedicated to developing model codes and standards used in the design, build and compliance process to construct safe, sustainable, affordable and resilient structures.

Most US communities and many global markets choose the I-Codes. ICC Evaluation Service (ICC-ES) is the industry leader in performing technical evaluations for code compliance fostering safe and sustainable design and construction.

Governmental Affairs Office

500 New Jersey Avenue, NW
6th Floor
Washington, DC 20001

Eastern Regional Office (BIRMINGHAM)
Central Regional Office (CHICAGO)
Western Regional Office (LA)

Phone: 888-ICC-SAFE (888-422-7233)
Website: www.iccsafe.org

About the Modular Building Institute

Founded in 1983, the Modular Building Institute (MBI) is the international non-profit trade association serving modular construction. Members are manufacturers, contractors and fleet owners in two distinct segments of the industry—permanent modular construction (PMC) and relocatable buildings (RB). Associate members are companies supplying build-





ing components, services and financing. MBI strives to keep up with the latest trends of the modular/offsite construction industry and has expanded its membership over the years to include architects, owner/developers and general contractors.

MBI Office

944 Glenwood Station Lane, Suite 204
Charlottesville, VA 22901

Phone: 1-888-811-3288

Website: www.modular.org

Other Guidelines of the Series

ICC G1-2010 Guideline for
Replicable Buildings

ICC G2-2010 Guideline for Acoustics

ICC G3-2011 Global Guideline for
Practical Public Toilet Design

ICC G4-2018 Guideline for
Commissioning



Guideline Development Committee

The following GDC individuals participated in this ICC G5-2019 *Guideline for the Safe Use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components*:

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Tom Hardiman, Modular Building Institute, Charlottesville, VA

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Guy Rodgers, CARU West Gulf Containers, Quincy, MA

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Introduction

Over thirty million International Organization for Standardization (ISO) intermodal shipping containers (“containers”) are in use around the world today. These containers were built to ISO standards and maintained to standards defined by the International Maritime Organization’s (IMO) “Convention for Safe Containers”.

New or used, containers are being repurposed at a pace where container repurposing is now a multi-billion-dollar global industry. Containers are regularly repurposed and converted into *International Residential Code* (IRC) and *International Building Code* (IBC) occupancy uses. As a “building material”, the applications are widely diverse as is the extent to which the container is used as a structural building element.

For industry participants, the primary advantages of using containers are: availability, safety and security (extremely hard to damage), strength and durability, mobility, and speed of construction or installation. Containers are also manufactured to be stackable.

Well-intentioned design professionals, builders and owners attracted by the idea of repurposing containers have greatly publicized their use. The positive aspects of container conversion and public awareness for recycling and being eco-friendly has generated considerable attention.

These drivers and factors have created a broad array of applications and different industry segments. These emerging segments are categorized as follows:

- Single-unit versus multi-unit
- Temporary versus permanent

Due to benefits such as environmental friendliness, availability, strength, and speed of construction, containers are now regularly being repurposed. State and local jurisdictions are now reacting to

the growing trend and are lagging in terms of the appropriate regulations to apply and how best to achieve a reasonable level of code compliance. A patchwork of regulations has emerged, creating potentially conflicting and duplicative requirements. (See the section on Current Regulatory Environment and Appendix 3 for future provisions in the 2021 IBC.)

Despite inconsistencies at the state or local level, many design professionals, builders and owners have been able to demonstrate that projects utilizing containers comply with the general intent of model codes and can be approved by the authority having jurisdiction (AHJ).

Scope

As with all ICC Guidelines, this guideline is not intended to be a regulatory document but rather a nonmandatory document that provides useful information for the industry, design professionals and code officials regarding containers that are repurposed for use as buildings or structures or as part of buildings or structures.

Many code officials, when presented with a request to use containers in their jurisdictions, are challenged by the process of determining what is in the best interest of their community. Notwithstanding zoning issues that focus on the arrangement of compatible buildings and land uses, in the interest of the social and economic welfare of their community, they also may encounter a lack of clear and concise permitting requirements and appropriate standards that apply to containers.

This guideline is intended to provide information and recommendations to those involved in the use of containers as buildings or structures in achieving a reasonable level of safety, public health and general welfare for the occupants.





Container-based coffee/retail shop, courtesy of Radco, Inc, a Twining Company.

Current Regulatory Environment

To understand the current regulatory environment for the repurposing of containers, it is important to recognize the relationship and role of the various entities at the national, state, and local level that influence how a project is regulated and approved. The Modular Building Institute (MBI) is a nonprofit trade organization that represents manufacturers, contractors and fleet owners of both relocatable buildings and permanent modular construction projects. MBI contacted state and local jurisdictions to highlight their regulatory oversight for projects that use containers. In addition, MBI, code officials and other interested parties are working together to develop requirements at a national level

intended to facilitate future container projects.

National Level

Despite a patchwork of emerging regulations and the absence of clear and uniform guidance, containers used as buildings or structures continue to gain acceptance on the state and local level. Nationally, recognizing the need to develop clear and reasonable code language that will enable uniform application and enforcement of regulations for containers, efforts have been completed by ICC's Building Code Action Committee (BCAC) to develop requirements for the IBC intended to help both design professionals and code officials in evaluating and approving future projects using containers. The codes used throughout the country are



updated and published every three years by ICC.

The first BCAC-sponsored code change proposal on containers was submitted in early January 2018. The proposal was incorporated into the code hearing process by ICC as proposal G151-18. Committee Action Hearings (CAH) were convened in April 2018 to consider the numerous code change proposals, including G151-18, and vote on the proposals. During the hearings, the original text of proposal G151 was modified slightly by the IBC - General Code Committee during the CAH process.

Following the CAH, interested parties and stakeholders were afforded the opportunity to submit public comments on the CAH action on all of the code change proposals, including G151. The only public comment on G151 was submitted by the BCAC, suggesting editorial clarifications and minor changes. The proposal was discussed and voted on during Public Comment Hearings (PCH) in October 2018, which was followed by an online vote of the eligible voting members of ICC called the Online Governmental Consensus Vote (OGCV).

Based on the results of the OGCV coupled with the vote taken at the PCH, ICC members voted to approve G151 "As Modified by Public Comments 1 & 2". See Appendix 3 for the new text, which will be included in the 2021 IBC.

State Level

In the United States, regulation of repurposed containers as elements in building construction is accomplished in the majority of states via a statewide modular building program or by the agency that regulates the construction and approval of residential and nonresidential buildings or structures (see Appendix 1). Some states allow the use of containers that are modified,

provided the containers have first been evaluated in accordance with ICC-ES Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462), which is discussed further in this Guideline. Other states have an outright prohibition on their use or have certain exceptions or exemptions depending upon size and purpose. A few states do not allow the use of containers that are modified within their state.

In addition, states with programs or agencies that oversee the use of repurposed containers occasionally vary in their interpretation of when and how a container may be modified or used as a building or structure or as a part thereof.

The following are examples of state laws or regulations governing or exempting the use of containers under specific conditions:

- California regulates containers that are modular and fabricated off-site, either in-state or out-of-state, under their Factory-Built Housing Program or Commercial Modular Program through the Housing and Community Development Department. Where containers that are proposed to be used as modular school buildings, such projects are regulated through the Division of the State Architect.
- Georgia regulates all containers intended for use as residential, commercial or industrialized buildings, including construction site office buildings with or without storage. Furthermore, the state is considering language that would require a container to be manufactured not more than 48 months prior to use as a building or building component.
- Maryland state law exempts industrialized buildings that are 8 body feet or less in width and 40 body feet or less in length that are used for business purposes, mobile offices or storage and not open to





the general public. The requirements are included in their Industrialized Building Program administered by the Department of Housing and Community Development.

- Massachusetts only allows new US shipping containers under their modular program. The program does not allow the use of repurposed shipping containers.
- Ohio regulates containers modified off-site with concealed components through their Board of Building Standards' Industrialize Unit (IU) Program.
- Texas allows repurposed shipping containers complying with the ICC-ES AC462 under its Industrialized Housing Building Program.

Local Level

Local jurisdictions vary in their regulatory approach to the use of containers. Many jurisdictions rely on their state's regulations or codes when addressing the use of containers. Others adopt model codes that are modified to fit the need of their community. Furthermore, locally adopted zoning ordinances may have design standards that impose restrictions on materials and appearance that limit the use of containers. Such ordinances tend to make the use of containers expensive or unfeasible.

The following are examples of local laws or regulations governing or exempting the use of containers under specific conditions:

- City of Anchorage, "Policy AG.19, Intermodal Shipping Containers," Anchorage Building Safety, Anchorage, Alaska. Effective November 21, 2016.
- City of Long Beach, "Cargo Containers Used as Storage in Industrial Zones" and "Cargo Containers Adapted as a Building Material,"

Building and Safety Bureau, Long Beach, California. Effective February 18, 2008 and November 27, 2012, respectively.

- City of Los Angeles, "Cargo Container Conversion to Building Modules," Department of Building and Safety, Los Angeles, California. Effective June 2017.
- City of Louisville, "Homeowner's Permit Tool Box – A Check Guide to Permitting Your Shipping Container Project in Louisville Metro," Louisville Metro Government Center, Construction Review, Louisville, Kentucky. No effective date.
- City of Portland, "Code Guide, Special Construction – IBC/3/#1 & IRC/1/#2," Bureau of Development Services, Portland, Oregon. Effective January 29, 2013.
- City of San Diego, "Cargo Containers Information Bulletin 149," Development Services, San Diego, California. Effective October 2015.
- City of Tioga, "Ordinance No. 295," Grayson County, Texas. Effective 2011.
- County of Grayson, "Ordinance No. 295," City of Tioga, Grayson County, Texas. Effective 2011.
- County of Yakima, "Cargo Containers, Shipping Containers, Trailers, Storage Units, Ordinance Chapter 19.18," Yakima County Public Services, Building & Fire Safety Division, Yakima, Washington. Revised March 30, 2017.

Industry Segments

There are multiple uses and applications for containers, each with its own need for segmentation and discussion. For example, there are obvious distinctions between a container used as a temporary, single-unit ground level office and a series of containers used as



building components in a multi-unit, permanent building or structure. Similarly, there is a distinction between containers used as permanent buildings or structures that incorporate enclosed utilities (e.g., electrical, plumbing, mechanical, etc.) versus containers used primarily as structural elements of a building or structure. Based on these distinctions, four industry segments have been identified that will help to guide the codes and regulations that are being developed. (See Exhibit A on following page.)

Single-Unit vs. Multi-Unit

Recognizing the difference between a single-unit container that is modified and used as a temporary relocatable building and multi-unit containers that are modified and used as a building material or component to create a larger building or structure, some states and local jurisdictions have amended model codes or administrative programs to provide exemptions based on the size and scope of the containers that are used. See Appendix 3 for a simplified approach to the structural design for either simple single-unit containers or multi-unit container systems that may be more complex and require a more detailed analysis, which will be included in the 2021 IBC.

Temporary vs. Permanent

When determining the extent of compliance to a building code, code officials generally refer to Section 108.1 of the IBC to determine if a container is temporary or permanent. Specifically Section 108.1 of the IBC allows code officials to issue a permit for temporary structures that is valid for up to 180 days

with a provision allowing for further extensions for demonstrated cause. Containers that are not considered temporary are by default considered permanent.

Section 108.2 of the IBC requires temporary structures to conform to the requirements of the building code as necessary to ensure public health, safety, and general welfare, while not requiring full compliance with the provisions of the building code. For example, containers that are treated as temporary may not require a permanent foundation. Conversely, where containers are determined to be permanent, code officials may require full compliance with the building code.

The determination of whether containers are viewed as temporary or permanent may vary from state to state or jurisdiction to jurisdiction. The City of San Diego and the City of Long Beach each, for example, currently provide an exemption for containers when “used temporarily on a site for and during construction of a building having a valid building permit...” as well as an exception for units when “used for equipment/storage/props during a permitted special event”. It is recommended that design professionals and owners have an early discussion with code officials to determine whether the containers are temporary or permanent.

Some states provide an outright exemption based on occupancy classification and use. For example, construction site offices, not open to the general public, are often exempt from the requirements of the building code and many state modular administrative programs.



EXHIBIT A: CONTAINER STRUCTURES INDUSTRY SEGMENTATION

TEMPORARY

PERMANENT

SINGLE UNIT

I Ground Level Office, Construction Offices, Storage Units



A common 8' x 20' container "Ground Level Office" (GLO). These units are intended to remain on the building site temporarily, in accordance with provisions from IBC Section 108.1 for 180 days. The building official is authorized to grant extensions for demonstrated cause.

III Industrial Workspaces, Equipment Enclosures, Security Access Points



Because the envelope of the structure is a container, compliance with certain code requirements are not possible, such as the 2% roof slope. However, other codes related to life safety must be followed.

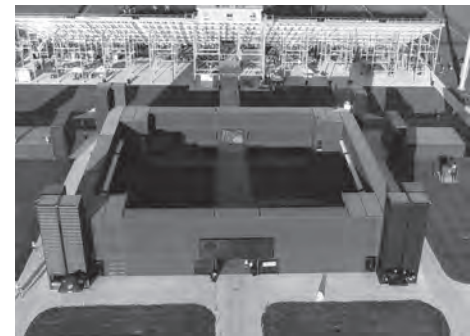
MULTI-UNIT

II Pop-up Retail, Trade Show Structures, Special Events



Despite its temporary nature, these facilities are often open to the general public and should not be exempted based on the provisions for temporary permits.

IV Industrial Housing, Hotels, Multi-family, Public Gathering Spaces



Fortress Obetz, the largest container structure in the United States to date, is a permanent stadium that hosts lacrosse games and festivals.

Images courtesy of Falcon Structures (I, III, IV) and Boxman Studios (II)



Current Code Requirements

Under the current code (2018 edition) shipping containers may be used as building components subject to the alternative building material requirements of the IBC (Section 104.11). Because approval procedures vary from location to location, developers and builders should consult local government authorities to gain an understanding of the state and local laws and regulations as well the required technical submissions for development review and approval.

There are multiple approaches that a design professional, builder or owner can take in order to demonstrate compliance with the requirements in effect in a jurisdiction. Similarly, code officials may need to rely on other consensus standards or documents to correctly evaluate what aspects of codes to apply when regulating projects that repurpose containers as buildings or structures.

When containers are presented to the authority having jurisdiction (AHJ) for use as buildings or structures or as structural building materials, it is important to understand the general process by which they are reviewed and approved by code officials. Containers, like any other building or structure, are required to comply with model codes (including, but not limited to the IBC, the IRC, the *International Fire Code*® (IFC®), the *International Existing Building Code*® (IEBC®), and others as relevant). Codes generally address issues such as structural strength, means of egress, sanitation, adequate lighting and ventilation, accessibility, energy conservation and life safety for new and existing buildings, facilities and systems.

The permitting process begins with construction documents typically prepared by a registered design professional (see IBC Section 107.1). Construction documents are defined in the codes as: “written, graphic and

pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building permit.” This generally means that construction documents should contain information necessary to achieve code compliance, including but not limited to, verifying the dimensions and establishing the physical properties of the container’s steel and wood floor components, in addition to any other information that may be required in Section 107 of the IBC.

There are multiple approaches that a registered design professional, builder or owner can take to demonstrate code compliance. Regardless of the approach taken, the container must comply with the locally adopted codes, as well as all applicable federal, state, and local environmental regulations. The nonstructural and structural topics that follow highlight important design features to consider in preparing construction documents used to obtain code approval.

Nonstructural

The International Codes also regulate the nonstructural elements of a project.

Detached one- and two-family dwellings and townhouses not more than three stories above the grade plane fall under the scope of the IRC. The IRC addresses all aspects of residential construction, including means of egress, smoke and carbon monoxide detection, energy standards, fire protection, fire-resistant construction, room dimensions and sanitation.

All other structures generally fall under the scope of the IBC as far as building requirements. In many instances, the nonstructural guidelines in the IBC are similar to those in the IRC. The IBC addresses the requirements noted below.





- **General Nonstructural.** Construction documents should include basic information such as (and as applicable): project address, legal description of the lot, total floor area, type of construction, number of stories, use and occupancy, fire separation distance or setback to property lines or other buildings and structures on the lot, lot size and dimensions, location of street or alley, and parking spaces. At minimum, this information will assist the code official in determining code requirements applicable to the containers.
- **Use and Occupancy Classification.** Chapter 3 of the IBC provides the basis for the classification of containers that are repurposed as buildings or structures. Defining the use and occupancy of containers is important as it sets the applicable standards for such design issues such as allowable height, floor area, number of stories, potential fire hazard levels, fire protection and the means of egress system.
- **Type of Construction.** Chapter 6 of the IBC establishes the type of construction for a structure based on the height and area considerations in Chapter 5. The appropriate type of construction has to be established for every structure, including one constructed using containers. There are five types of construction classification ranging from Type I (highest fire-resistance rating, non-combustible) to Type V (lowest fire-resistance rating, combustible). The higher the type of construction, the higher the allowable height, floor area and stories permitted for containers.
- **Fire Protection System.** Chapter 9 of the IBC prescribes the minimum requirements for active fire protection systems. Generally, the requirements are based on the intended occupancy and the height and area of the structure, since these are the primary factors that affect fire-fighting capabilities and the relative hazards of a specific occupancy.
- **Means of Egress.** Chapter 10 of the IBC sets forth general criteria for the design of the building exiting scheme as a primary method for protection of people in containers by allowing timely relocation or evacuation of building occupants. Both prescriptive and performance language is utilized to provide a basic approach in the determination of a safe existing system for all occupancies.
- **Interior Environment.** IBC Chapter 12 establishes minimum criteria for the interior environment of containers. The chapter addresses the minimum sizes of rooms; sets minimum temperature, light and ventilation levels; limits sound transmission through walls, floors and ceilings; addresses ventilation of under floor spaces; and provides guidance on toilet and bathroom construction.

Structural

The IRC and IBC include specific structural regulations intended to address environmental issues such as wind, seismic and snow loading based on location and use. Included are requirements for foundation design and live loads for building systems based on the use and occupancy. Structural designs utilizing shipping containers will need to satisfy all applicable structural provisions. Appendix 3 provides a glimpse into what will be included in the 2021 IBC for intermodal shipping containers.

Regardless of the type of project, from a design and regulatory perspective, there are challenges. The designer must provide details that establish structural



integrity as well as fire and life safety. Once modified, a container becomes a building material component. Similar to a roof or floor truss, the modified unit needs to be engineered to perform when subjected to all applicable structural loads. The connection design, structural impact on container walls due to openings and all loads from the desired and required building features must be included.

- **General Structural.** Construction documents should include basic structural information such as the size and location of structural members in the container. Floor levels, column centers and offsets should be dimensioned. The steel members used in containers that provide structural load-carrying capabilities should be properly identified for conformity to the ordered steel grade in accordance with the applicable standards referenced in Chapter 35 of the IBC. Any questionable material, in particular material that is not readily identifiable as to grade from marking or test records, may be subject to testing where required by the AHJ as prescribed in Chapter 17 of the IBC or other approved rules to determine character, quality and limitations of use of the container. (See additional discussion on container steel at the end of this section.)
- **Structural Design.** Chapter 16 of the IBC prescribes minimum structural loading requirements for all buildings and structures, which include containers. It includes minimum design loads, assignment of risk categories, and permitted design methodologies to enhance the protection of life and property. This chapter references and relies on many nationally recognized design standards.
- **Special Inspections and Tests.** Chapter 17 of the IBC provides a variety of procedures and criteria

for: testing materials and assemblies; labeling materials and assemblies; and special inspection of structural assemblies. Standards for special inspection, testing and reporting of structural components and quality of materials are identified in this chapter.

- **Soils and Foundation.** Chapter 18 of the IBC provides criteria for geotechnical and structural considerations in the selection, design and construction of foundation systems that support the loads imposed by containers. Care must be exercised by the registered design professional in the planning and design of foundation systems. Sufficient soils information must be obtained and the use of accepted engineering procedures coupled with good technical judgment must be utilized.
- **Steel.** Chapter 22 provides the requirements necessary for the design of the containers' structural steel, cold-formed steel, steel joists, and the like. Applicable design and construction standards are specified in this chapter.

One challenge for the AHJ is the general lack of information on material properties and specifications for the steel elements of a container. Because the steel elements perform as structural load-carrying elements, they need to be properly identified as conforming to the ordered grade in accordance with the specified standards referenced in IBC Chapters 22 and 35, as well as specifications approved by the code official. Since a majority of the steel elements are from foreign countries, and thus may not be constructed to US standards, investigating and identifying the material properties will help code officials in determining the acceptability of the use of the container for structural purposes.

Any material of questionable quality should be subjected to the tests





Container-based structure used for temporary retail application.
Courtesy of Modular Building Institute.

prescribed in Chapters 17 and 22 and other approved specifications to determine the character, quality and limitations of use. The steel elements of a container that are not readily identifiable as to grade from marking and test records require testing to determine conformity to such standards. A factor in determining the material properties and specifications may depend on whether the containers are used in a multi-unit configuration or as a single-unit stand-alone structure.

Referenced Standards

The Convention for Safe Containers (CSC) is an international agreement resulting from the 1972 International Convention for Safe Containers. The countries that have adopted the CSC are known as Contracting Parties; the United States, for example, is a Contracting Party. The CSC is administered by the governments of the Contracting Parties and by an organization designated by the governments, identified as a Classification Society. The selected Classification Society inspects containers at the point of manufacture. As each container passes inspection, the CSC assigns a unique safety approval number and places a CSC Safety Approval Placard on the container (see section on CSC Safety Approval Placard). The inspected containers also

have the Classification Society's decal affixed to the container.

Model codes generally do not reference international treaties. However, AHJ's have the option of relying on the "approved agency" referenced in Section 104.4 of the IBC as the basis to recognize and accept the work of Classification Societies. The term "approved agency" is defined in Chapter 2 of the IBC as "An established and recognized agency that is regularly engaged in conducting tests, furnishing inspection services or furnishing product certification where such agency has been approved by the building official."

In the United States, the American Bureau of Shipping (ABS) is one such organization designated to administer this internationally adopted agreement and the standards referenced therein. Approvals under the authority of a Contracting Party are accepted by other Contracting Parties. As a result, containers can operate worldwide under a single set of safety regulations.

ABS is a member society of the International Association of Classification Societies (IACS), which is a technically-based non-governmental organization consisting of twelve member marine classification societies. More than 90% of the world's cargo-carrying ships' tonnage



is covered by the classification standards set by member societies of IACS.

Marine classification is a system for promoting the safety of life, property and the environment primarily through the establishment and verification of compliance with technical and engineering standards for the design,

construction and life-cycle maintenance of ships, offshore units and other marine-related facilities. These standards are contained in rules established by each society. IACS provides a forum for member societies to discuss, research and adopt technical criteria that enhance maritime safety.

List of the Classification Societies

Name	Abbreviation
American Bureau of Shipping	ABS
Bureau Veritas	BV
China Classification Society	CCS
Croatian Register of Shipping/ Austrian Veritas (Hrvatski Registar Brodova)	Not applicable
DNV GL	DNV GL
Indian Register of Shipping	IR Class
Korean Register of Shipping	KR
Lloyd's Register	LR
Nippon Kaiji Kyokai (ClassNK)	NK
Polish Register of Shipping (Polski Rejestr Statków)	PRS
Registro Italiano Navale	RINA
Russian Maritime Register of Shipping (Российский морской регистр судоходства)	RS

CSC sets international standards in two areas:

- Design type approval to ensure that new containers are designed and built to meet the dimensional and strength requirements established by ISO.
- Safety inspections to ensure that containers are maintained in safe

condition during the operational use of the container.

The specific ISO standards for containers that are the most pertinent are ISO 1496-1, ISO 6346, and ISO 668. Among other considerations, these ISO standards ensure that every container constructed must meet a rigorous set of requirements to receive an approval by a selected Classification Society.

ISO Standards

Standard Reference Number	Title
ISO 668:2013	Series 1 Freight Containers – Classifications, Dimensions and Ratings
ISO 1496-1:2013	Series 1 Freight Containers – Specification and Testing – Part 1: General Cargo Containers for General Purposes
ISO 6346:1995, with Amendment 3: 2012	Freight Containers – Coding, Identification and Marking



The following is a general overview of these ISO standards.

ISO 668 establishes the dimensional requirements and tolerances for the construction of containers.

ISO 1496-1 establishes both static and dynamic test loads for the construction of containers. The types of tests include:

- Test No. 1 Stacking
- Test No. 2 Lifting from the four top corner fittings
- Test No. 3 Lifting from the four bottom corner fittings
- Test No. 4 Restraint (longitudinal)
- Test No. 5 Strength of end walls

Test No. 6 Strength of side walls

Test No. 7 Strength of the roof

Test No. 8 Floor strength

Test No. 9 Rigidity (transverse)

Test No. 10 Rigidity (longitudinal)

Test No. 11 Lifting from fork-lift pockets

Test No. 12 Lifting from the base at grapple arm positions

Test No. 13 Weather proof

ISO 6346 establishes how the container is to be identified with the relevant coding, identification and markings. This information is placed on the CSC Safety Approval Placard.



Two-story container-based structure used for classroom/meeting space.
Courtesy of Modular Building Institute.



CSC SAFETY APPROVAL

D-HH-3000 / GL 6000

DATE MANUFACTURED

MM/YYYY

IDENTIFICATION NO.

XXXX / YY / 123456

MAXIMUM GROSS MASS

34,000 KGS 74,960 LBS

ALLOWABLE STACK WT FOR 1.8G

216,000 KGS 476,190 LBS

RACKING TEST LOAD VALUE

15,240 KGS 33,600 LBS

CSC Safety Approval Placard

Containers that are built, tested and inspected to ISO standards by a Classification Society are identified by a CSC Safety Approval Placard affixed to the rear door of the container. The Safety Approval Placard, also known as a data plate among code officials, provides useful information such as the container's identification number and inspection examination date, and provides information to assist in the verification process to confirm that the container was maintained in safe operational condition. The information contained on the data plate includes, but is not limited to, the following:

- Manufacturer's name or identification number
- Date manufactured
- Safety approval number
- Identification number
- Maximum operating gross mass or weight (kg)(lbs)
- Allowable stacking load for 1.8G (kg)(lbs)
- Transverse racking test force (Newtons)

- Valid maintenance examination date

A code official can reasonably rely on a data plate to confirm that a container was built and inspected to the appropriate ISO standards. Information on the data plate can be used by the design professional to confirm the required ISO 1496-1 testing. Such information is contingent on the code official accepting that the data plate is current and valid for the specific container. Without the data plate, code officials are placed in a difficult position of using other methods to confirm or verify the quality and reliability of the unknown containers.

It is recommended that design professionals, builders and owners determine whether or not the container still has its original data plate affixed to its rear door prior to the purchase or acquisition of a container intended for repurposing. Removing the data plate or selecting a container that does not have a data plate may cause a code official to reject the use of the repurposed container.

Upon acceptance by the code official, retention of the data plate after the modification of a container is no longer



required. At that point, and after modifications have been made, the information represented on the data plate is no longer applicable.

Addressing the Interior of the Container and the Wood Floor

As with many repurposed materials, questions about the previous use and construction of shipping containers arise on occasion.

The issues presented typically focus on two topics: one, how can I become comfortable about what was transported in the container during cargo conveyance and, two, does the wood floor in a container need to be evaluated?

Shipping containers used for cargo conveyance are strictly regulated during use. These regulations require the proper packing, securing, storing and segregation of hazardous materials. Inspections are required to be performed at loading and unloading locations and when units are returned to a depot for repair and storage. As a result, it is highly unlikely that a contaminated container would make it into the marketplace.

Receiving a cargo worthy designation during inspection ensures the unit meets all the guidelines provided by the International Maritime Organization (IMO), International Organization for Standardization (ISO), International Maritime Dangerous Goods (IMDG) Code and Convention for Safe Containers (CSC). Most of these regulations are promulgated in the United States by Code of Federal Regulation Section 49 on transportation, which is enforced by the US Coast Guard.

As an added measure, many state modular or industrialized building programs require that the manufacturer have a quality control/quality assurance

program in place. Third-party inspection agencies or third-party quality assurance agencies review the manufacturer's practices to determine if they are in compliance with their own quality control program. The third-party agency approval includes an inspection of the quality assurance program with regard to procedures and protocols used by the manufacturer to mitigate this risk.

As with any repurposed material, a container should be thoroughly cleaned and sanitized prior to reuse. Depending on its final use, recoating of the interior of the container with a sealant or paint, appropriate for the intended use, may be appropriate.

The Floor

A wood platform floor is installed in the container during manufacturing. Typical container exposure to a variety of climatic conditions during use and transit necessitates that floors are typically constructed using marine lumber, which is treated to prevent environmental degradation and insect infestation. The presence of wood treatment substances may impact the container reuse process.

To evaluate the floor, first determine the intended future of the container. If the container will have a static use that does not require repeated access to the interior of the unit—for example, a container that is being used as a storage unit or equipment shed—the floor likely can remain in place because the container is essentially replicating its life as a shipping unit. The same approach may also be appropriate for a container intended for short-duration temporary use or a permanent use that does not involve significant direct contact with the floor.

As discussed below, multiple options are available if it is determined that the floor will remain in the container and there are concerns about the floor.



One option is to use the container flooring as a subfloor and install another floor covering over the subfloor. Alternatively, if the container flooring is in good condition, seal the treated wood. In these instances, direct contact would be minimized as the flooring would either be below another material or would be sealed with polyurethane or other sealant material.

During renovation, removal, or repair activities, inhalation of treated wood dust—in particular, if the floor is sanded as part of the reuse operation—must be mitigated. The use of appropriate personal protective equipment, as mandated by local or federal statute, is recommended. Subsequent to renovation or removal, all surfaces should be cleaned to facilitate the application of additional floor coverings and to remove traces of dust or wood fragments.

Another option is to analyze the wood floor for wood treatment residue. One source of analysis is a study conducted by the National Portable Storage Association (NPSA). The study evaluated four commonly used wood treatment products approved for glue-line treatment of veneer-based plywood. The study concluded that there is minimal to no health risk due to the treated flooring used in storage containers. To access the full published study, contact the NPSA (see Appendix 4 for website information).

Where the floor is to remain in the container, examine the floor and its structure to determine that both are in appropriate condition and the unit is safe for the intended use. If the final decision is to retain the floor, remove or replace damaged or inadequate flooring or structural members.

For more information, consult the FAQ's in Appendix 2.

ICC-ES Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462)

ICC-ES is a nonprofit, limited liability company and the United States' leading evaluation service for innovative building materials, components and systems. ICC-ES Evaluation Reports (ESRs), provide evidence that products and systems meet requirements of codes and technical standards. Evaluation reports issued by the ICC-ES are based upon performance features of the International family of codes and Section 104.11 of the IBC and Section R104.11 of the IRC. Section 104.11 provides AHJs latitude to allow materials and methods of construction that are not addressed in the code. With new products continually being introduced for industry use, this allowance is needed to promote, rather than hinder, innovation.

In February 2016, ICC-ES introduced AC462, which established criteria and a protocol for evaluating the reuse of shipping containers as a source of building materials. For any new building constructed in whole or in part from existing ISO shipping containers, ICC-ES AC462 is an acceptable starting point.

ICC-ES AC462 was approved by the Evaluation Committee and provides interested parties with criteria for demonstrating compliance with the performance features of the code. It is important to note that ICC-ES AC462 evaluates shipping containers to be used as the source of building materials for constructing building modules, but not the final building approval.

The development of ESRs and Acceptance Criteria is an on-going process. As a consequence, AC462 may be modified via the ICC-ES review process at a point in the future. The





Acceptance Criteria creation and modification process incorporates open, public hearings and encourages public input.

Because the purpose of this guideline is to provide local code officials with information and guidance on the various approval methods available, it is important to note that ICC-ES AC462 is not intended to be used retroactively to

assess an existing building constructed from shipping containers, as modifications have already been made to the container. Additionally, while ICC-ES AC462 represents the most common and accepted path towards compliance, it is not the only path available to determine the safe use of modified shipping containers as new buildings or building components.

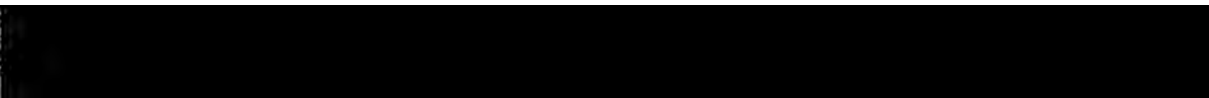


Appendix 1

State Modular Programs

State	Agency
AL	Manufactured Housing Commission
AZ	State Fire Marshal
CA	Housing & Community Development
CO	Division of Housing
FL	Business & Professional Regulations
GA	Department of Community Affairs
ID	Division of Building Safety
IL	Department of Public Health
IN	Department of Homeland Security/State Fire Marshal
KY	Department of Housing
LA	State Fire Marshal
MA	Board of Building Regulations and Standards/Manufactured Building Program
MD	Department of Labor, Licensing and Regulations
MI	Bureau of Construction Codes
MN*	Department of Labor & Industry
MO	Public Service Commission
MT	Department of Labor & Industry
NC	Department of Insurance/State Fire Marshal
ND*	Department of Commerce
NH	State Fire Marshal
NJ*	Department of Community Affairs/Bureau of Code Services
NM	Construction Industry Codes Division
NV	Department of Business & Industry
NY	Department of State
OH	Building Codes Division
OR	Building Codes Division
PA	Department of Labor & Industry (commercial) Department of Community & Economic Development (residential)
RI*	Building Code Commission
SC	Department of Labor
TN	Department of Commerce
TX	Industrialized Housing
UT	Factory Built Housing
VA	Housing & Community Development
WA	Department of Labor & Industry
WI	Department of Commerce

* States participating in the Interstate Industrialized Buildings Commission, a multi-state administrative agency for modular/industrialized buildings.





Appendix 2

FAQ's and Best Practices

Q. I own existing ground level offices made from modified containers (container-based structures). Can I continue to use these container-based structures?

A. It depends on whether these existing container-based structures were built to a previous version of the code and/or built in accordance with one of the state modular/industrialized building programs. If not, these container-based structures are subject to the code as enforced by the AHJ.

Q. Does my existing container-based structure have to be brought up to code when moved or relocated to another site or location?

A. Existing buildings are commonly addressed in the *International Existing Building Code* (IEBC). The 2018 IEBC defines an existing building as “a building erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued”. Within the IEBC, Chapter 14 addresses relocatable buildings, requiring them to meet all the site requirements and conditions, such as seismic, snow, and wind loads as well as appropriate foundation requirements.

Q. Can I get an ICC-ES Evaluation Services Report (ESR) to establish that my existing container can be used as a building?

A. The issuance of an ESR for a shipping container is based on the requirement of the Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462). The intent of AC462 is to evaluate the quality control procedures used to establish and verify the dimensions, chemical and

physical properties of the steel components of the shipping containers, and to evaluate the steel components for design in accordance with the provisions of the code.

Q. Am I required to get an ESR in accordance with ICC-ES AC462 to use containers as structural building materials?

A. No. ICC-ES AC462 represents one method to establish and verify the dimensions, chemical and physical properties of the steel components of the shipping containers. There may be other methods if approved by the AHJ.

Q. What is the process to determine the presence of other possible chemicals or toxins, such as those used in the packing materials, contained in the shipped cargo, or used in the construction of the container itself?

A. There are several national and international protocols and procedures used by the shipping container industry that minimize the likelihood that a contaminated container could not be properly cleaned. Some examples include:

The International Maritime Dangerous Goods (IMDG) Code, which is developed by the International Maritime Organization (IMO). The IMO is a specialized agency of the United Nations and is the global standard-setting authority for the safety, security and environmental performance of international shipping. Its main role is to create a regulatory framework for the shipping industry that is fair and effective, universally adopted and universally implemented. IMDG Codes are mandatory documents, as of 2002, and are accepted as an international guide to the transport of dangerous goods by sea. See Appendix 4 for IMO website information.





The importation of toxic chemical substances is regulated by the US Environmental Protection Agency (USEPA). Commercial importation of chemical substances must comply with the Toxic Substances Control Act (TSCA). All importations of chemicals require a TSCA statement. The importer is required to certify that the shipment is subject to TSCA and complies with all applicable rules and orders, or that the chemical shipment is not subject to TSCA when filing and signing with US Customs and Border Protection (CBP). CBP must receive the statement in order to release the shipment. In short, the USEPA and US CBP already regulate the shipment of hazardous materials.

Q. How high can I stack my containers?

A. Most shipping containers are originally designed and tested to accommodate 66,000 pounds of cargo and stack nine containers high

when used for shipping. With proper structural engineering analysis and design, containers used as buildings or structures can be engineered to stack as high as the code allows.

Q. How is the existing stock of relocatable building units being utilized?

A. There are currently about 350,000 existing relocatable building units owned and leased by the modular industry. These units are used as construction site offices, security offices and classroom spaces. MBI estimates about 15–20% of industry-owned relocatable buildings are modified shipping containers. This number does not include the number of units owned by construction companies, school districts, or other private companies. MBI expects this percentage to increase as older wood-framed relocatable buildings are taken out of service and replaced with container units.

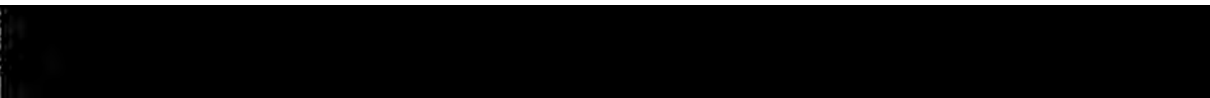


Four-story constructed utilizing shipping containers.
Courtesy of the Modular Building Institute.



- Q.** As what type of construction would container-based structures be classified?
- A.** In most cases, it is appropriate to classify container-based structures as a Type VB construction. With appropriate modifications, container-based structures can be classified as any other types of construction. Refer to IBC Chapter 6 for additional information.
- Q.** Can a container-based structure have any use or occupancy?
- A.** There is no restriction on the type of use or occupancy allowed for a container-based structure provided all applicable code requirements for that specific use or occupancy are satisfied.
- Q.** What is the fire-resistance rating for shipping container walls?
- A.** There has not been a conclusive study or testing performed to determine the fire-resistance rating for the container walls, roof and floor. As such, any determination for fire-resistance rating may require performance testing to be conducted or other methods approved by the AHJ. The code prescribes ASTM E119 as the test standard for determining fire-resistance ratings.







Appendix 3

New Provisions for Shipping Containers in the 2021 IBC (to be published in 2020)

A code change (G151-18) to the 2018 IBC was submitted by ICC's Building Code Action Committee to address shipping containers. The final action on this proposal was "Approved as Modified by Public Comments 1 & 2." Access the 2018 Group A Public Comment Agenda and locate "G151-18" to review the original code change, the Committee Action Hearing results and the submitted public comments (<http://media.iccsafe.org/code-development/group-a/IBC-General.pdf>).

The following new provisions will be included in the 2021 IBC. Note that section numbers may change as a result of other sections being added or deleted in the 2018 cycle and the text may be further edited as part of the 2021 IBC publication process.



New definition in Chapter 2:

INTERMODAL SHIPPING CONTAINER.

A six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials.

Revised subsection in Chapter 31:

3101.1 Scope. The provisions of this chapter shall govern special building construction including *membrane structures*, temporary structures, *pedestrian walkways* and tunnels, automatic vehicular gates, awnings and *canopies*, marquees, signs, towers, antennas, relocatable buildings, swimming pool enclosures and safety devices, solar energy systems and intermodal shipping containers.

New section in Chapter 31:

Section 3114

Intermodal Shipping Containers

3114.1 General. The provisions of Section 3114 and other applicable sections of this code, shall apply to intermodal shipping containers that are repurposed for use as buildings or structures or as a part of buildings or structures.

Exceptions:

1. Intermodal shipping containers previously approved as existing relocatable buildings complying with Chapter 14 of the *International Existing Building Code*.
2. Stationary storage battery arrays located in intermodal shipping containers complying with Chapter 12 of the *International Fire Code*.

3. Intermodal shipping containers that are listed as equipment complying with the standard for equipment, such as air chillers, engine generators, modular data centers, and other similar equipment.

4. Intermodal shipping containers housing or supporting experimental equipment are exempt from the requirements of Section 3114 provided they comply with all of the following:

4.1. Such units shall be single stand-alone units supported at grade level and used only for occupancies as specified under Risk Category I in Table 1604.5;

4.2. Such units are located a minimum of 8 feet from adjacent structures and are not connected to a fuel gas system or fuel gas utility; and

4.3. In hurricane-prone regions and flood hazard areas, such units are designed in accordance with the applicable provisions of Chapter 16.

3114.2 Construction documents. The construction documents shall contain information to verify the dimensions and establish the physical properties of the steel components, and wood floor components, of the intermodal shipping container in addition to the information required by Sections 107 and 1603.

3114.3 Intermodal shipping container information. Intermodal shipping containers shall bear an existing data plate containing the following information as required by ISO 6346 and verified by an approved agency. A report of the verification process and findings shall be provided to the building owner.

1. Manufacturer's name or identification number



2. Date manufactured
3. Safety approval number
4. Identification number
5. Maximum operating gross mass or weight (kg) (lbs)
6. Allowable stacking load for 1.8G (kg) (lbs)
7. Transverse racking test force (Newtons)
8. Valid maintenance examination date

Where approved by the building official, the markings and existing data plate are permitted to be removed from the intermodal shipping containers before they are repurposed for use as buildings or structures or as a part of buildings or structures.

3114.4 Protection against decay and termites. Wood structural floors of intermodal shipping containers shall be protected from decay and termites in accordance with the applicable provisions of Section 2304.12.1.1.

3114.5 Under-floor ventilation. The space between the bottom of the floor joists and the earth under any intermodal shipping container, except spaces occupied by basements and cellars, shall be provided with ventilation in accordance with Section 1202.4.

3114.6 Roof assemblies. Intermodal shipping container roof assemblies shall comply with the applicable requirements of Chapter 15.

Exception: Single-unit stand-alone intermodal shipping containers not attached to, or stacked vertically over, other intermodal shipping containers, buildings or structures.

3114.7 Joints and voids. Joints and voids that create concealed spaces between intermodal shipping containers, that are connected or stacked, at fire-

resistance-rated walls, floor or floor/ceiling assemblies and roofs or roof/ceiling assemblies shall be protected by an approved fire-resistant joint system in accordance with Section 715.

3114.8 Structural. Intermodal shipping containers which conform to ISO 1496-1 that are repurposed for use as buildings or structures, or as a part of buildings or structures, shall be designed in accordance with Chapter 16 and this section.

3114.8.1 Foundations. Intermodal shipping containers repurposed for use as a permanent building or structure shall be supported on foundations or other supporting structures designed and constructed in accordance with Chapters 16 through 23 of this code.

3114.8.1.1 Anchorage. Intermodal shipping containers shall be anchored to foundations or other supporting structures as necessary to provide a continuous load path for all applicable design and environmental loads in accordance with Chapter 16.

3114.8.2 Welds. All new welds and connections shall be equal to or greater than the original connections.

3114.8.3 Structural design. The structural design for the intermodal shipping containers repurposed for use as a building or structure, or as part of a building or structure, shall comply with Section 3114.8.4 or 3114.8.5.

3114.8.4 Detailed design procedure. A structural analysis meeting the requirements of this section shall be provided to the building official to demonstrate the structural adequacy of the intermodal shipping containers.

Exception: Intermodal shipping containers designed in accordance with Section 3114.8.5.

3114.8.4.1 Material properties. Structural material properties for





existing intermodal shipping container steel components shall be established by material testing where the steel grade and composition cannot be identified by the manufacturer's designation as to manufacture and mill test.

3114.8.4.2 Seismic design parameters. The seismic force-resisting system shall be designed and detailed in accordance with one of the following:

1. Where all or portions of the corrugated steel container sides are considered to be the seismic force-resisting system, design and detailing shall be in accordance with the ASCE 7 Table 12.2-1 requirements for light-frame bearing-wall systems with shear panels of all other materials,
2. Where portions of the corrugated steel container sides are retained, but are not considered to be the seismic force-resisting system, an independent seismic force-resisting system shall be selected, designed and detailed in accordance with ASCE 7 Table 12.2-1, or
3. Where portions of the corrugated steel container sides are retained and integrated into a seismic force-resisting system other than as permitted by Section 3114.8.4.2 Item 1, seismic design parameters shall be developed from testing and analysis in accordance with Section 104.11 and ASCE 7 Section 12.2.1.1 or 12.2.1.2.

3114.8.4.3 Allowable shear value. The allowable shear values for the intermodal shipping container

corrugated steel sheet panel side walls and end walls shall be demonstrated by testing and analysis accordance with Section 104.11. Where penetrations are made in the side walls or end walls designated as part of the lateral force-resisting system, the penetrations shall be substantiated by rational analysis.

3114.8.5 Simplified structural design of single-unit containers. Single-unit intermodal shipping containers conforming to the limitations of Section 3114.8.5.1 shall be permitted to be designed in accordance with the simplified structural design provisions of this section.

3114.8.5.1 Limitations. Use of Section 3114.8.5 is subject to all the following limitations:

1. The intermodal shipping container shall be a single-unit, stand-alone unit supported on a foundation and shall not be in contact with or supporting any other shipping container or other structure.
2. The intermodal shipping container top and bottom rails, corner castings, and columns or any portion thereof shall not be notched, cut, or removed in any manner.
3. The intermodal shipping container shall be erected in a level and horizontal position with the floor located at the bottom.
4. The intermodal shipping container shall be located in Seismic Design Category A, B, C or D.



3114.8.5.2 Simplified structural design. Where permitted by Section 3114.8.5.1, single-unit, stand-alone intermodal shipping containers shall be designed using the following assumptions for the corrugated steel shear walls:

1. The appropriate detailing requirements contained in Chapters 16 through 23.
2. Response modification coefficient, $R = 2$,
3. Over strength factor, $\Omega = 2.5$,
4. Deflection amplification factor, $C = 2$, and
5. Limits on structural height, $h = 9.5$ feet (2900 mm).

3114.8.5.3 Allowable shear. The allowable shear for the corrugated steel side walls (longitudinal) and end walls (transverse) for wind design and for seismic design using the coefficients of Section 3114.8.5.2 shall be in accordance with Table 3114.8.5.3 provided that all of the following conditions are met:

1. The total linear length of all openings in any individual side walls or end walls shall be limited to not more than 50 percent of the length of that side walls or end walls, as shown in Figure 3114.8.5.3(1).
2. Any full height wall length, or portion thereof, less than 4 feet (305 mm) long shall not be considered as a portion of the lateral force-resisting system, as shown in Figure 3114.8.5.3(2).
3. All side walls or end walls used as part of the lateral force-resisting system shall have an existing or new

boundary element on all sides to form a continuous load path, or paths, with adequate strength and stiffness to transfer all forces from the point of application to the final point of resistance, as shown in Figure 3114.8.5.3(3).

4. Where openings are made in container walls, floors, or roofs for doors, windows and other openings:

4.1. The openings shall be framed with steel elements that are designed in accordance with Chapter 16 and Chapter 22.

4.2. The cross section and material grade of any new steel element shall be equal to or greater than the steel element removed.

5. A maximum of one penetration not greater than a 6-inch (152 mm) diameter hole for conduits, pipes, tubes or vents, or not greater than 16 square inches (10 322 mm²) for electrical boxes, is permitted for each individual 8 foot length (2438 mm) lateral force resisting wall. Penetrations located in walls that are not part of the wall lateral force resisting system shall not be limited in size or quantity. Existing intermodal shipping container vents shall not be considered a penetration, as shown in Figure 3114.8.5.3(4).
6. End wall door or doors designated as part of the lateral force-resisting system shall be welded closed.





New Table and Figures in Section 3114:

TABLE 3114.8.5.3

Allowable Shear Values for Intermodal Shipping Container Corrugated Steel Walls for Wind or Seismic Loading

CONTAINER DESIGNATION ^b	CONTAINER DIMENSION (Nominal Length)	CONTAINER DIMENSION (Nominal Height)	ALLOWABLE SHEAR VALUES (PLF) ^{a, c}	
			Side Wall	End Wall
1EEE	45 feet (13.7 m)	9.5 feet (2896 mm)	75	843
1EE		8.5 feet (2591 mm)		
1AAA	40 feet (12.2 m)	9.5 feet (2896 mm)	84	
1AA		8.5 feet (2591 mm)		
1A		8.0 feet (2438 mm)		
1AX		< 8.0 feet (2438 mm)		
1BBB	30 feet (9.1 m)	9.5 feet (2896 mm)	112	
1BB		8.5 feet (2591 mm)		
1B		8.0 feet (2438 mm)		
1BX		< 8.0 feet (2438 mm)		
1CC	20 feet (9.1 m)	8.5 feet (2591 mm)	168	
1C		8.0 feet (2438 mm)		
1CX		< 8.0 feet (2438 mm)		
1D	10 feet (3.0 m)	8.0 feet (2438 mm)	337	
1DX		< 8.0 feet (2438 mm)		

a. The allowable shear for the side walls and end walls of the intermodal shipping containers are derived from ISO 1496-1 and reduced by a factor of safety of 5.

b. Container designation type is derived from ISO 668.

c. Limitations of Section 3114.8.5.1 shall apply.

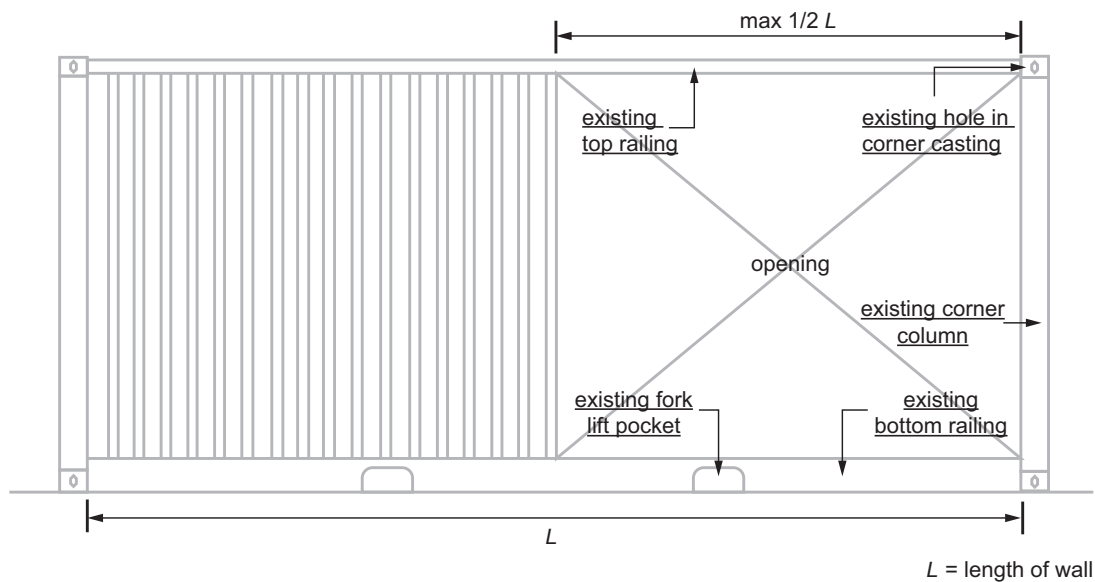


FIGURE 3114.8.5.3(1)
Bracing Unit Distribution—Maximum Linear Length

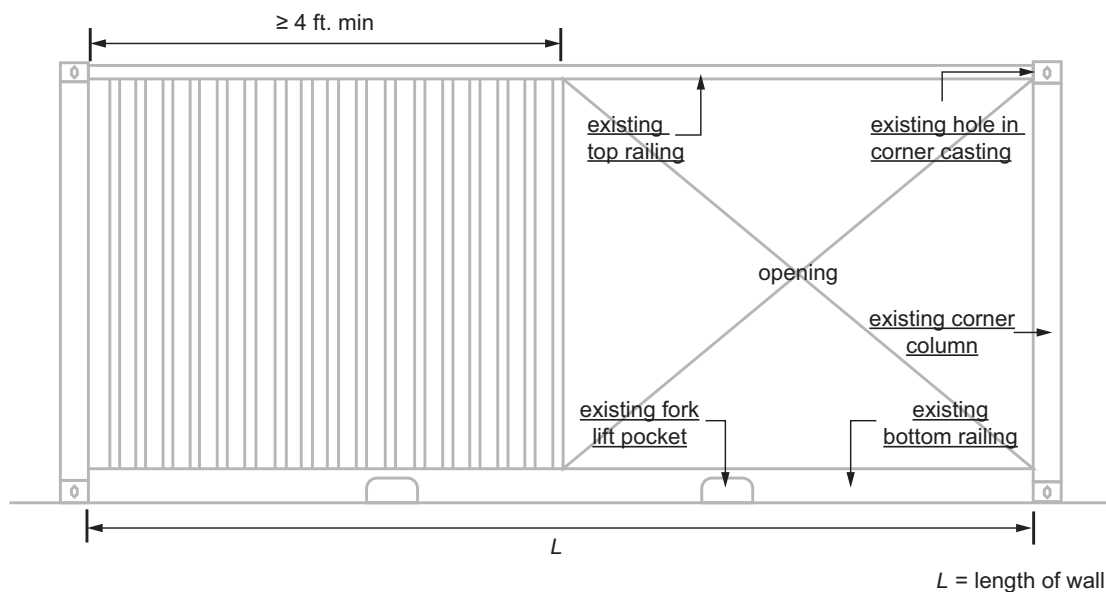


FIGURE 3114.8.5.3(2)
Bracing Unit Distribution—Minimum Linear Length

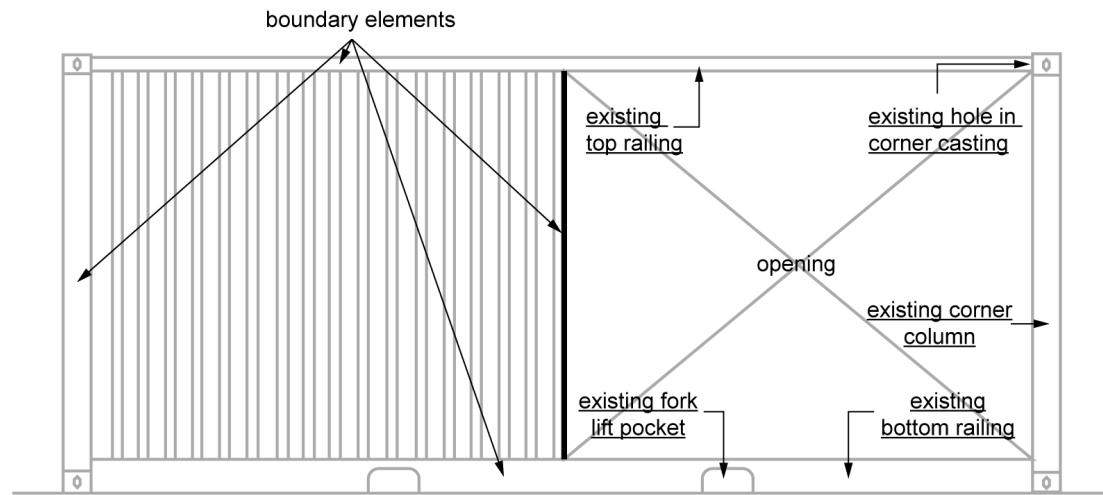


FIGURE 3114.8.5.3(3)
Bracing Unit Distribution—Boundary Elements

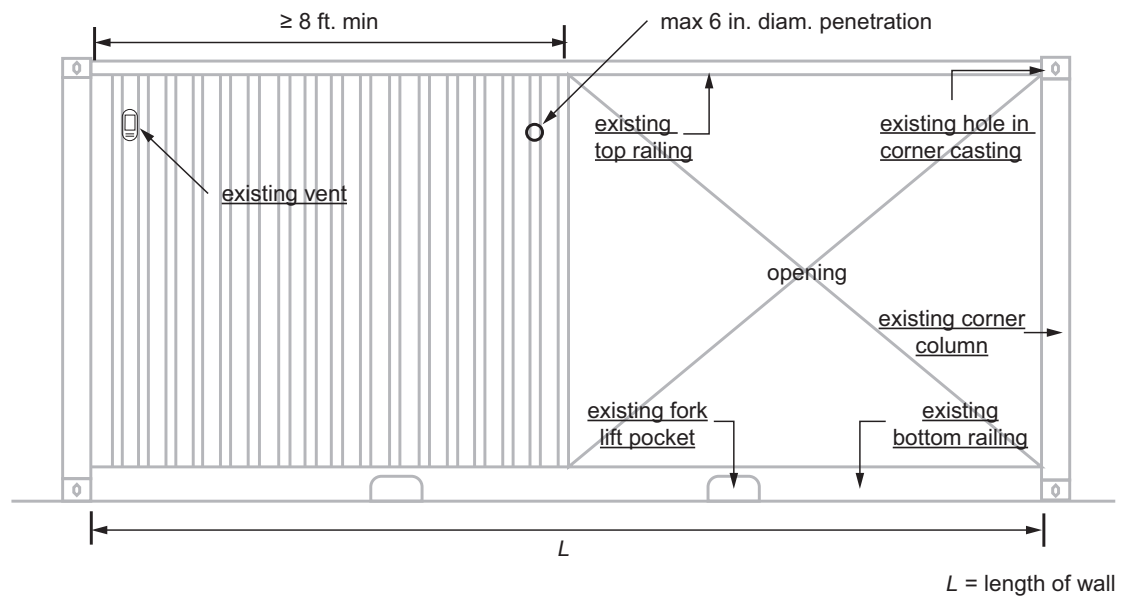


FIGURE 3114.8.5.3(4)
Bracing Unit Distribution—Penetration Limitations



New Standards in Chapter 35:

ISO 668:2013:

Series 1 Freight Containers – Classifications, Dimensions and Ratings

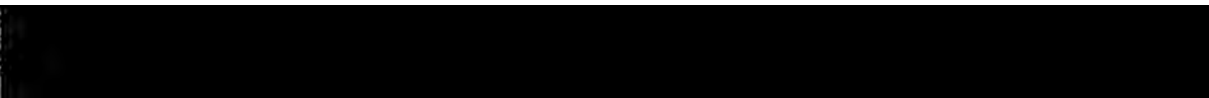
ISO 1496-1:2013:

Series 1 Freight Containers – Specification and Testing – Part 1: General Cargo Containers for General Purposes

ISO 6346:1995, with Amendment 3: 2012:

Freight Containers – Coding, Identification and Marking







Appendix 4 Resources

Contact Information

Container Owners Association
www.containerownersassociation.org

ICC Evaluation Service (ICC-ES)
www.icc-es.org

ICHCA International
www.ichca.org

IICL
www.iicl.org

International Code Council (ICC)
www.iccsafe.org

International Association of Classification Societies
<http://www.iacs.org.uk/about/members/>

International Maritime Organization (IMO)
www.imo.org

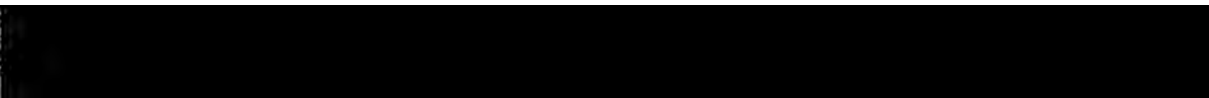
International Organization for Standardization (ISO)
www.iso.org

Modular Building Institute (MBI)
www.modular.org

National Portable Storage Association (NPSA)
www.npsa.org

World Shipping Council
www.worldshipping.org







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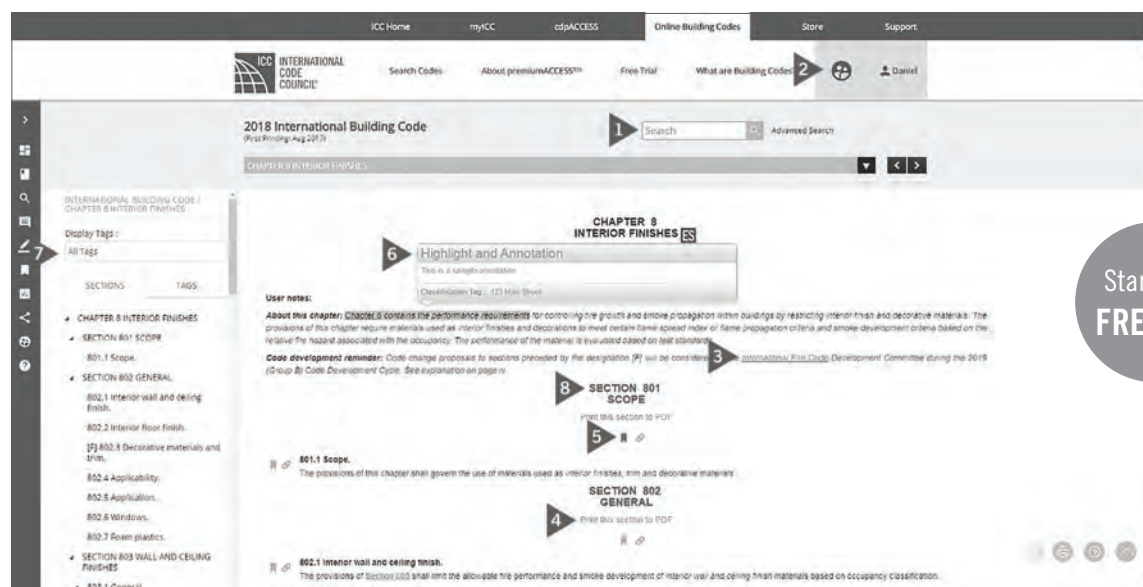
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- 5 **Bookmark** any section or subsection, define its classification, and assign a label and color to the classification.
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STEEL SHIPPING

CITY	ALLOWED IN CITY LIMITS	ACCESSORY STRUCTURE	TEMPORARY STORAGE ONLY	# ALLOWED	TEMPORARY WITH VALID BUILDING PERMIT
DEER PARK	YES	NO	YES 100 DAYS	40	NO
BULVERDE	YES	YES ONLY 1	YES	1	YES
AIRWAY HEIGHTS	NO	NO	NO	NONE	NO
PASADENA	YES	YES	YES	1	YES
			YES (90 DAYS) Fee		
SHEPHERD	NO	NO	\$50.00	1	YES (90 DAYS)
MASON	YES	YES	NO	1	NO
CANTON	YES	YES	YES (180 DAYS)	1	YES (90 DAYS)
MERKEL	YES	YES	YES (180 DAYS)	2	YES (180 DAYS)
TIOGA	YES	NO	YES (180 DAYS)	1	YES (180 DAYS)
SAN ANTONIO	YES	YES	YES (30 DAYS)	1	YES
ABILENE	YES	NO	YES	1	YES
CONROE	YES	NO	YES	1	YES
BENBROOK	YES	NO	YES 7 DAYS ONLY	1	NO
CLINTON	YES	NO	180	N/A	YES 90 DAYS
FT WORTH	NO	NO	NO	NONE	NO
LA PORTE	YES	NO	NO	1	YES 30 DAYS

Should container homes be allowed as residential dwellings?

1. if not constructed right can be unsightly and affect neighborhood values
2. may not conform to the minimum requirements and standards of the building codes
3. not intended for long term storage use of combustible household materials
4. making used containers legally habitable, with proper insulation, electrical work and utility hookups may c
5. to achieve similar look to traditional houses would require pitched roof and exterior siding on all exterior :

Possible suggestions:

1. Container homes would be designated as conditional-use buildings. -each prospective homebuilder would
2. Shipping container designs are often touted as being 'green' because they reuse old containers, however i
3. Used shipping containers can have high levels of chemical residue, they are coated in lead-based paint to v
4. Shipping containers are unsuitable for large-scale housing projects, not least is because of the difficulty in
5. Shipping containers as dwellings are currently regulated by the IBC and IRC 6. Cities currently regulate the repurposed shipping containers complying with the ICC-ES AC462 under its Industrialized Housing Building Pr
7. The city would need to adopt the 2021 IBC & IRC to allow better regulation of this type of building and thoroughfares should also amend design criteria manuals.

CONTAINER ORDINANCES IN TEXAS

MUST BE OUT OF PUBLIC VIEW	SIZE ALLOWED	FOUNDATION REQUIRED	MAY BE USED AS RESIDENCES OR DWELLINGS	LIMITED TO CERTAIN ZONING DISTRICTS	SPECIAL USE PERMIT REQUIRED
YES	20 FT	YES	NO	YES	NO
YES	360 SQ FT	NO	NO	YES	YES
N/A	N/A	N/A	NO	NO	NO
YES	40 FT	YES	NO	YES	YES
N/A	N/A	N/A	NO	NO	NO
YES	20 Ft	NO	NO	YES	YES
YES	SINGLE	YES	NO	YES	NO
NO	40 FT	TIE DOWN	NO	YES	NO
YES	40 FT	TIE DOWN	NO	YES	YES
NO	40 FT	TIE DOWN	NO	YES	YES
YES	40 FT	YES	NO	YES	YES
YES	100CBF	N	NO	NO	NO
NO	20 FT	YES	NO	NO	NO
NO	N/A	NO	NO	NO	YES
N/A	N/A	N/A	NO	NO	NO
YES	20 FT	NO	NO	YES	YES

cost more than traditional building methods.
surfaces would increase costs.

d have to petition the Planning and Zoning Commission and then the City Council for a permit, that process
industry builders say old ones are unsafe to use,
withstand ocean spray.

fitting them with heating and cooling systems, electrical, plumbing and egress openings.

use of shipping containers by zoning and building codes to protect the environment and neighborhood safety
program.

not provide actual guidelines for the safe use of these containers. The ICC addressed the use of shipping containers
as a dwelling for the safety of the public and home owners.

8. Cities with concerns about the asthma

ELECTRIC OR PLUMBING ALLOWED		ACREAGE REQUIRED
NO		25
NO		5
NO		N/A
NO		5
NO		N/A
NO		N/A
NO		N/A
NO		N/A
YES		1
NO		N/A
NO		N/A
NO		N/A
NO		N/A
NO		N/A
NO		N/A
NO		N/A

s takes up to 60 – 90 days

fety. 6. Texas allows

7. The City of La Marque
containers in the 2021 IBC
etics to the neighborhoods

Sec. 71-29. Residential canal zone.

- (a) That Omega Bay Subdivision, located within the city limits of the city is hereby recognized as a residential canal zone.
- (b) That any and all roads within the designated canal zone may be no less than 20 feet in width and shall conform to all current city Code of Ordinance requirements.
- (c) (1) New construction and improvements require the approval of the governing authority of the residential canal zone and a city building permit.
 - (2) Premises shall not be used for anything other than residential purposes and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
 - (3) Within a residential canal zone, the following shall apply:
 - Only one residence is permitted per lot; no duplexes are allowed.
 - Where lots are 60 feet or less in width, residences shall be a minimum of 1,000 square feet. For lots greater than 60 feet in width, residences shall be a minimum of 1,200 square feet.
 - Building setbacks are 20 feet from roads and canals and five feet on sides adjacent to other lots. Fences are allowed in the five-foot setbacks but prohibited in the 20' setbacks.
 - The outside finish on all residences and other accessory buildings must be of acceptable materials and shall be kept in good repair and in a neat and clean condition and shall be cleaned or painted when necessary to preserve attractiveness.
 - Construction shall be completed within 120 days from date of issuance of a building permit.
 - No temporary building, tent, house trailer, or any other form of shelter shall be placed upon the lot during construction or at any other time.
- (d) All new or remodeled structures on any lot within a residential canal zone shall be constructed in such a way as to have a zero-drainage impact to any street or adjacent property. Each lot shall be maintained so as to preserve the drainage of the lots and adjacent roadway areas. The erections or placing of any structure or object, or the filling in or excavation of any area of the lot which will prevent free and adequate drainage or allow water to stand on the lot, or adjacent lots, or adjacent waterway, is prohibited.
 - (1) **Exception:**

All residential properties within Omega Bay Subdivision will be exempt from Sec. 71-22(b), (f) (g) (h) Residential Off-Street Parking ordinance, unless the addition, enlargement or extension of the existing driveway or sidewalk will have an adverse effect on streets or adjacent properties.
 - (2) This does not exempt any property owner or contractor from submitting a site/building plan of the proposed addition, extension or enlargement of any driveway or sidewalk for approval by the City plan reviewer and HOA before any construction on any driveway or sidewalk begins.
 - (3) All driveway or sidewalk additions, enlargements or extensions must comply with the city ordinance Sec. 56-6 Standards for construction of sidewalks and Sec.14-390 Physical Specifications for driveways.
- (e) That any accessory to buildings, attached or detached, such as sheds and decks, shall be erected in accordance with section 71.21(b) this Code and be consistent with the style and outside finish of the residence and be constructed only upon approval of the governing authority of the residential canal zone and subsequently submitted to the city for permit.

-
- (f) That any privacy fence shall not be located within the 20-foot setback from any canal (navigable waterway) and conform with section 71.21(a)(3) of this Code and be constructed only upon approval of the governing body of the residential canal zone and subsequently submitted to the city for permit.
 - (g) A permit application with engineered plans shall be submitted to the governing authority of the residential canal zone and upon approval submitted to the city for permit approval prior to the commencement of construction of any boat house/vessel docks and shall require final inspection. Further, any boat house/vessel dock shall not extend more than 12 feet into a navigable waterway. With approval from the governing body of the residential canal zone, a variance allowing an additional two feet may be requested.
 - (h) No livestock, poultry or other domestic or exotic animals of any kind whatsoever other than cats or dogs shall be placed, allowed or kept on any lots and permitted pets must be kept and maintained so as not to constitute an annoyance or nuisance to the other lots in the subdivision. Permitted pets shall be licensed and in conformance to Galveston County Animal Control Regulations.
 - (i) In the event any clause, phrase, provision, sentence, or part of this section or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this section as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the city council of the city, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.
 - (j) *Savings and repealing clause.* All provisions of any ordinance in conflict with this section are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.
 - (k) Any violation of this section or subsection, shall be a misdemeanor and subject to punishment as described in section 1-7 of this Code.

(Ord. No. O-2016-0021, § 2, 11-14-2016)

Editor's note(s)—Ord. No. O-2016-0021, § 2, adopted Nov. 14, 2006, added provisions intended for use as § 71-A. In order to maintain Code format and to allow for future expansion of the Code, said provisions have been redesignated as § 71-29 as set out herein, at the editor's discretion.

ADOPTED _____

BY-LAWS

City of La Marque, Texas

ARTICLE I.

PURPOSE

The _____ of the City of La Marque Texas (the "Board")
Chapter _____ of the Code of the City of La Marque Texas.

ARTICLE II.

BOARD

(a) The Board shall consist of _____ members, one of whom shall be a member of City Council of the City of La Marque, Texas who shall be an ex-officio voting member with a term of membership as established by the City Council.

(b) The remaining members of the Board shall be citizens of the United States of America and the State of Texas, and shall be permanent residents of the City of La Marque, Texas. No member of the Board (except the member of City Council) shall hold any elected public office. If any member of the Board removes his/her residence from the City of La Marque, files for election to any public office, or otherwise becomes disqualified to serve as such board member, such position as board member on the Board shall thereupon be deemed vacant.

(c) All members of the Board shall be appointed by action of the City Council of the City of La Marque, Texas. Five members shall be appointed in odd numbered years, and four members shall be appointed in even numbered years. All appointments shall be for terms of two years, except for an appointment to fill a vacancy, which shall be made only for the unexpired term of office for the member whose position became vacant.

(d) The effective date of appointments should be the board meeting following the Board members appointment by the City Council of the City of La Marque, Texas.

(e) Board members must qualify for office by taking the official oath with the City Secretary within fifteen (15) days after the date of appointment.

ARTICLE III.

OPERATIONS

The Board may make such regulations, policies, and rules for the handling of its affairs as it may in its discretion deem advisable and shall operate and manage the system with the same freedom and in the same manner as are ordinarily enjoyed and followed by the board of trustees of a private corporation operating properties of a similar nature, except that such management practices must conform to applicable law.

ARTICLE IV.

LIMITATION OF LIABILITY

The Board shall have no power to contract in the name of the City of La Marque, Texas or its own name. Subject to the City Charter and Code of the City of La Marque, Texas, no undertaking, contract, action or inaction by the Board or its members, singly or collectively, or by any one employed by or acting on its behalf, shall render the City of La Marque, Texas liable to respond in damages, or make indemnity or compensation of any character from any source.

ARTICLE V.

MEETINGS

One regular monthly meeting of the Board shall be held each month at such time and place as shall be designated by the Chair of the Board. Special meetings of the Board may be called at any time by the Chair or by any three board members. Except to the extent of conflict herewith or as may be required by law, ROBERT'S RULES OF ORDER, as last revised, shall govern the procedure to be followed at each meeting.

ARTICLE VI.

OFFICERS

The officers of the Board shall be a Chair and a Vice-Chair. The member of the City Council of the City of Galveston shall not hold the office of Chair or Vice-Chair. Such officers shall serve for the ensuing year until their successor or successors shall be elected.

ARTICLE VII.

DUTIES OF OFFICERS

(1) It shall be the duty of the Chair to preside at all meetings of the Board and to see that its orders and resolutions are duly complied with and executed; to call special meetings of the Board when deemed necessary as prescribed by these By-laws, or when the Chair deems necessary. The Chair or his/her designee shall act as the official spokesperson for the Board. The Chair shall also perform such other duties as may be assigned by the Board.

(2) It shall be the duty of the Vice-Chair, in the absence of the Chair, to preside at the meetings of the Board. The Vice-Chair shall exercise the powers and discharge the duties of that office until the Chair returns to duty, or other provision is made therefore by the Board. The Vice-Chair will assume such duties and special projects as delegated by the Chair.

(3) If any officer resigns, an election shall be held at the next regularly scheduled meeting or special-called meeting to fill the resigned office with a remaining board member. Such election to be held no later than 15 days from the resignation date.

ARTICLE VIII.

REMOVAL OF OFFICERS

Officers may be removed from their positions as an officer by the vote of two-thirds of the board members at any meeting of the Board. The board members shall replace the removed officer by electing a new officer within fifteen (15) days of the removal.

ARTICLE IX.

QUORUM

At all meetings of the Board a majority of the full Board shall constitute a quorum for the transaction of any business.

ARTICLE X.

AMENDMENT TO BY-LAWS

These By-Laws may be amended by the vote of two-thirds of the board members at any regular meeting of the Board, or at any special meeting called for that purpose. However, changes to the proposed amendment may be made at such meeting so long as such changes do not materially alter the original intent of the proposed amendment. Any amendment to the By-Laws shall not be effective until approved by the City Council of La Marque, Texas.

ARTICLE XI.

VOTING

Voting on all matters shall be done in person, or by video-conferencing as allowed by statute and Board policy. However, an absent Board or committee member may make views known to the Board or committee. The aye vote of at least a quorum of the board members present and voting shall constitute an act of the Board.

ARTICLE XII.

CONFLICT OF INTERESTS AND ETHICAL REQUIREMENTS

Any Board Member faced with a conflict of interest as described in Article XI of the City of La Marque Charter or as described in Texas Local Government Code §§ 171 and 176 shall complete and file a "Conflict of Interest Affidavit" form with the Board, and shall abstain from discussing or voting on any matter with which the Board Member has a conflict.

ARTICLE XIII.

Interference in Administrative Matters

Neither the Board of nor any of its members shall direct or request the City Manager or any of his/her subordinates to appoint or to remove from office or employment by the City of La Marque, Texas. Except for the purpose of inquiry and investigation the Board and its members shall deal with the administrative services of the Board solely through the City Manager, and neither the Board nor any member thereof shall give orders to any subordinate of the City Manager either publicly or privately.

ARTICLE XIV.

ATTENDANCE REQUIREMENT

Pursuant to City Ordinance No. _____ all board members must attend 75% of the meetings in a twelve month of appointment schedule. Failure to comply may result in the removal from the Board. The Board will provide written notice to the city secretary of the dates missed and the reasons for the absences, if known. In the event the City Council of La Marque, Texas finds that the member's absences were not because of good cause, the City Council may immediately remove the member and appoint another person to fill the removed member's unexpired term of office.

MEMORANDUM

Date: May 5, 2022
To: Cesar Garcia, City Manager
From: Dinh V. Ho, P.E.
RE: City of La Marque Council Meeting - May 2022 Engineer's Report
cc: Rick Sailer, Kathleen Van Stavern

The following is a status report of various engineering items:

1. Grant Updates:
 - CDBG Hurricane Harvey Grant – Westlawn and Highland Drainage Improvements (\$1,447,527)
 - i. Design is complete (100%).
 - ii. Currently under Environmental Review by GLO.
 - iii. Expect to be approved in the next 90 days to start bidding.
 - GLO MIT 2015 – Flood Grant: Sanitary MH and Sewer Line Rehabilitation: (\$7,793,145)
 - i. Design is ongoing.
 - ii. 30% submittal by 5/31/2022. Environmental to start thereafter.
 - iii. Currently 20% complete.
 - GLO Hurricane Harvey – WWTP and Lift Stations (\$49 mil)
 - i. Design is ongoing.
 - ii. 30% submittal by 5/31/2022. Environmental to start thereafter.
 - iii. Currently 20% complete.
2. Galveston County Road Bond Project: (\$3,064,910)
 - Lucas Construction started on this project at the beginning of the month.
 - Currently working on storm sewer drainage along 1st Street and Laurel.
 - Expect to be complete with this segment by end of June
 - Currently 5% Complete
3. Construction Projects
 - Gulf Greyhound Elevated Storage Tank (\$612,000)
 - i. Contractor to remobilize mid May
 - ii. Currently 5% complete
4. Mahan Park Boat Ramp Improvements (TWDB) – Planning Grant
 - Planning Grant: \$98,242.00 75/25 match
 - Design Phase is 60% complete.
 - Environmental is 90% complete. Awaiting final submittal
 - Schedule:
 - i. Design 100% : 6/15/2022
 - ii. Construction Grant Application: 7/1/2022 – 12/31/2022 (Tentative)
 - iii. Bid Phase: 2/1/2022 (Tentative)
 - iv. Construction Phase: 5/1/2022 (Tentative)
5. LED – Street lighting
 - TNMP – Letter submitted to change out LED
 - Agreement on Council for approval of Work Order for Adico to prepare Report for this LED Streetlighting.

6. Delany Road/Hallam Traffic Signal Warrant Study
 - Report is complete.
 - Recommendation: Traffic Signal is not warranted at this time. With development from the south of Delany Road, expect traffic to increase in the next couple of years. Revisit this issue again next year.
7. Other Items
 - TA Call for Projects: Main Street Sidewalk Project – From Hwy 3 to IH-45
 - i. TxDOT is currently engaging an Engineer to start design of this project.
 - ii. No other details at this time.

Boards & Commissions

Board/ Commission	Position	Name	Address	Email	Phone#	Phone	Appointed By	Appointment	Expiration
ADJUSTMENTS (953)	Member	Alexa Cross (U)	102 Union	hherm139@att.net	409-935-3074	409-795-1950	A	22	23
ADJUSTMENTS (953)	Member	Lois M. Jones	2602 Meadow Lane		281-995-5807		B	22	23
ADJUSTMENTS (953)	Chairperson	David Pennington	924 Cypress	windanc99@aol.com	409-938-4416	409-739-4464	C	20	22
ADJUSTMENTS (953)	Alternate	VACANT (E)					C	20	22
ADJUSTMENTS (953)	Member	Helen Kee	3103 Mc Arthur	HKKee@comcast.net	409-935-4653		D	21	23
ADJUSTMENTS (953)	Alternate	Shelia Brown	1125 Lake Rd	therealestatelady1@yahoo.com	409-526-5218		D	21	23
ADJUSTMENTS (953)	Member	Crystal Cooper (U)	521 Waterside Ridge Lane		832-659-4533		M	21	22
ADJUSTMENTS (953)	EX-OFFICIO	OPEN							
BUILDING STANDARDS (449)	Member	Billy Jefferson	89 Borondo Reach		713-557-6376	409-938-4979	A	20	22
BUILDING STANDARDS (449)	Alternate	Cynthia Maddox			409-739-3617		A	22	24
BUILDING STANDARDS (449)	Member	Diane Winston	1501 Colorado	diane.winston@gmail.com	409-938-3345	409-392-5941	B	19	21
BUILDING STANDARDS (449)	Member	Maggie Manuel	1706 Crockett		409-938-7627	409-939-0834	C	20	23
BUILDING STANDARDS (449)	Member	Kaleb Smith	614 Benson St	SMITH0409@LIVE.com	409-218-5049		D	19	21
BUILDING STANDARDS (449)	Member	Delon Delafosse	222 Edgar		832-785-8586		M	22	24
BUILDING STANDARDS (449)	Alternate	Daniel Brown	716 Amatto		409-655-8865		M	21	23
BUILDING STANDARDS (449)	Alternate	VACANT					M	21	23
BUILDING STANDARDS (449)	EX-OFFICIO	DISTRICT A							
CEMETERY (1033)	Member	Eligh Johnson (U)	406 Branch Oak Ct.	cap3tain@aol.com	409-370-2087		A	21	22
CEMETERY (1033)	Member	Kurt Koopman	1004 Lilac	koomannk@gmail.com	409-539-0219		B	18	20
CEMETERY (1033)	Member	Joel Camacho					C	22	24
CEMETERY (1033)	Chairperson	Bim Crowder	401 Texas Ave	jccrowderjr@crowderfuneralhome.com	409-739-0054		D	22	23
CEMETERY (1033)	Member	Vacant (E)					M	20	21
CEMETERY (1033)	EX-OFFICIO	OPEN							
CHARTER REVIEW	Member	Valry Allen	2535 Jackson St	valryallen2795@gmail.com	409-795-1561		A		
CHARTER REVIEW	Alternate	Re'Chard loftis	309 Johnson	rechardloftis1968@gmail.com	409-256-1353		A		
CHARTER REVIEW	Member	Chris Lane		christopherlanetx@mail.com			B		
CHARTER REVIEW	Alternate	VACANT					B		
CHARTER REVIEW	Member	Sally Austin	310 Newman Rd.	sallyaustin25@yahoo.com	409-996-4099		C		

Boards & Commissions

Board/ Commission	Position	Name	Address	Email	Phone#	Phone	Appointed By	Appointment	Expiration
CHARTER REVIEW	Alternate	Vacant					C		
CHARTER REVIEW	Member	Antinell Martin	725 Lilac	ajmart725@gmail.com	281-615-0725		D		
CHARTER REVIEW	Alternate	Vacant					D		
CHARTER REVIEW	Member	James Osteen	2012 Jeridonna	jlosteen@sbcglobal.net	409-739-1258		M		
CHARTER REVIEW	Alternate	David Pennington	924 Cypress	windanc99@aol.com	409-739-4464		M		
CIVIL SERVICE (821)	Member	Lucy Glenn	824 Laurel	23lucy@comcast.net	409-457-9942		CM	19	22
CIVIL SERVICE (821)	Member	Morris Martin, Jr.	725 Lilac	martin-morris@att.net	409-935-9283		CM	18	21
CIVIL SERVICE (821)	Member	Samuel Swain (U)	1209 Foreman	swainfam@live.com	409-457-3193		CM	20	23
CIVIL SERVICE (821)	EX-OFFICIO	Patty Rees							
ECONOMIC DEVELOPMENT (695)	Member	Cleveland Lane (U)	1943 Duroux				A	20	22
ECONOMIC DEVELOPMENT (695)	Member	Bobby Hocking	614 Sunset Ln	b.hocking@cityofliamarque.org	409-771-7797		B	19	25
ECONOMIC DEVELOPMENT (695)	Chairperson	Ron Crowder	4 Chimney Corners				C	20	26
ECONOMIC DEVELOPMENT (695)	Member	Tracie Steans	708 Amatto	traciesteans@yahoo.com	409-655-9261		D	20	26
ECONOMIC DEVELOPMENT (695)	Member	Gene Smith	2110 Evergreen				M	18	24
ECONOMIC DEVELOPMENT (695)	EX-OFFICIO	MAYOR							
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Re'Chard Loftis (E)	309 Johnson	rechardloftis1968@gmail.com	409-256-1353		A	21	22
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	VACANT					B	19	21
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Kathy Herrin	56 Borondo Pines	kvampbella@aol.com	409-256-4645		B	22	23
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Kimberly Hall (U)					C	22	23
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Alanah Brown	716 Amato		409-944-8202		D	22	23
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Ashley Gooden	3229 Taylor		409-789-2845		D	21	23
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Terry Pettijohn	41 Borondo Pines	Terry.L.Pettijohn@gmail.com	409-599-1376		M	20	22
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Lyndsay Gonzales (U)		lynzgonzales2012@gmail.com	210-454-6345		M	22	23
KEEP LA MARQUE BEAUTIFUL (2017-0021)	EX-OFFICIO	DISTRICT D							
PARKS (758)	Member	Bo Hunter	2613 Lake Park Dr		409-935-3390		A	20	22
PARKS (758)	Member	Herbert Franklin	8017 Big Oak Dr (TC)		409-599-7698		A	20	22
PARKS (758)	Member	Tamara Smith	614 Benson St	tamara.williams90@icloud.com	409-999-7449		B	20	22

Boards & Commissions

Board/ Commission	Position	Name	Address	Email	Phone#	Phone	Appointed By	Appointment	Expiration
PARKS (758)	Member	Greg Cornett	1310 Cedar Dr	snowking1@att.net	409-739-0521	409-789-3185	C	21	23
PARKS (758)	Member	Larry Walker	PO Box 1785	lpwalker22_66@yahoo.com	281-701-1156		D	21	23
PARKS (758)	Chairperson	Michael Bock	106 Longridge	michaelrockbock@aol.com	409-789-5053		M	21	23
PARKS (758)	Member	Mike Wev	2820 Virginia	bballplaya2113@gmail.com	409-502-2082	281-630-0902	M	21	23
PARKS (758)	Member	Tonia Griffin	2619 Bellview	trenegriffin07@gmail.com	409-457-6647		M	20	22
PARKS (758)	EX-OFFICIO	DISTRICT B							
PLANNING & ZONING (2014-0023)	Member	Augustino Molis	741 Spoonbill	SaltyAugie@yahoo.com	409-457-7665		A	20	22
PLANNING & ZONING (2014-0023)	Alternate	Grayling Alexander (U)	105 Lake Rd	gordons765@gmail.com	409-443-6711		A	22	23
PLANNING & ZONING (2014-0023)	Member	Alan Waters	#1 Pin Tail	Al1Pride@AOL.Com	281-250-4153		B	19	21
PLANNING & ZONING (2014-0023)	Alternate	VACANT					B	19	22
PLANNING & ZONING (2014-0023)	Member	Bradley Stevenson					C	22	23
PLANNING & ZONING (2014-0023)	Member	Veverly Sumlin	1712 Rosalee St		832-663-9250		D	22	23
PLANNING & ZONING (2014-0023)	Member	Chris Columbo	1206 Veronica	vinaledge33@yahoo.com	409-370-7878		M	20	22
PLANNING & ZONING (2014-0023)	EX-OFFICIO	DISTRICT C							
PUBLIC SAFETY BUILDING	Member	Jeremiah Narcisse		jeremiajn2016@gmail.com	409-256-2954		A		
PUBLIC SAFETY BUILDING	Member	Lyndsay Gonzales		lynzgonzales2012@gmail.com	210-454-6345		B		
PUBLIC SAFETY BUILDING	Member	Sally Austin	310 Newman Rd.	sallyaustin25@yahoo.com	409-996-4099		C		
PUBLIC SAFETY BUILDING	Member	Morris Martin, Jr.	725 Lilac	martin-morris@att.net	409-935-9283		D		
PUBLIC SAFETY BUILDING	Member	Willimon Smith					M		
PUBLIC SAFETY BUILDING	Alternate	Dennis Davilla					M		
PUBLIC SAFETY BUILDING	Alternate	Jackie Pennington			409-739-4464		M		
TIRZ (2019-002)	Chairperson	VACANT					M	20	22
TIRZ (2019-002)	Member	Darlene Barnes					M	20	22
TIRZ (2019-002)	Member	Doug Boudoin					M	20	22
TIRZ (2019-002)	Member	Cheryl Farrell					M	20	22
TIRZ (2019-002)	Member	Kim Cavarretta					M	20	22
TIRZ (2019-002)	Member	Al Horcica					M	20	22

Boards & Commissions

Board/ Commission	Position	Name	Address	Email	Phone#	Phone	Appointed By	Appointment	Expiration
TIRZ (2019-002)	Member	VACANT					M	20	22
TIRZ (2019-002)	Member	Patty Shippley					ST. REP	20	
TIRZ (2019-002)	Member	Alan Waters					ST. SEN	20	



CITY COUNCIL AGENDA FORM

Meeting Date: May 9 2022

Agenda item: **11a**

Prepared by: Kierra Nance

Reviewed by:

Department: Mayor & City Council

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions

X

ATTACHMENTS FOR REFERENCE

1. Vacant or expiring members Boards and Commissions
2. Current applications on file

STAFF BRIEFING:

- Appointments and reappointments have been on the City Council agenda and a few vacancies have occurred within this time period that are critical to have full boards / commissions present to conduct business
- **Mayor:** Building Standards Alternate, Cemetery Board member, TIRZ BOARD
- **Mayor Pro Tem/Dist. B:** Building Standards Member, Cemetery Board Member, Charter Review Committee Alternate, Keep La Marque Beautiful Member, Planning & Zoning Member/Alternate,
- **District A:** Building Standards Alternate
- **District C:** Board of Adjustments Alternate, Charter Review Committee Alternate, Parks Board Member,
- **District D:** Building Standards Member, Charter Review Alternate, Planning & Zoning Member, Parks Board Member

HISTORY:

- Historically, appointments are made as vacancies occur (if possible) and as members reach the end of their terms, based on applications on file, and in accordance with the ordinance
- The ordinance that establishes each Board and Commission requires that the positions be staggered; this is the reason that there are different years for terms ending

TARGET IMPLEMENTATION: As soon as possible, as to fill each Board or Commission with the number of members required to conduct City business

SIGNIFICANT ACTION DATES:

Some terms have ended and several more will expire at the end of this year



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - appointments/or reappointments to Boards & Commissions | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve appointments and/or reappointments to fill various positions of the Boards and Commissions

FISCAL IMPACT: N/A (Boards and Commission members serve without pay)

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS - Submission #3319

Date Submitted: 10/27/2021

Board Preference 1*

Building & Standards Commission

Board Preference 2:*

Civil Service Commission

First Name*

William

Last Name*

Fossier Jr

Address1*

2705 - Meadow Lane

Address2

City*

La Marque

State*

Texas

Zip*

77568

Are you a resident of La Marque?*

Yes

Phone Number*

409-692-0864

Profession *

Professional Real Estate Inspector

Special Knowledge or Experience applicable to City Board/Commission function:*

As a Professional Real Estate Inspector I have also performed compliance inspections, Construction draw inspection and phase inspections.

Other Civic Activities:*

None

Disclaimer*

☒ I understand and agree,

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Disclaimer

☒ I understand and agree.

Applications will remain on file with La Marque City Clerk for two years.

Today's Date*

10/27/2021

1:30 PM

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS - Submission #3199

Date Submitted: 7/9/2021

Board Preference 1*

Economic Development Corporation

Board Preference 2:*

Board of Adjustment

First Name*

Raushida

Last Name*

Robinson

Address1*

2306 downey drive

Address2

City*

la marque

State*

texas

Zip*

77568

Are you a resident of La Marque?*

Yes

Phone Number*

3462550012

Profession *

Vocational Director

Special Knowledge or Experience applicable to City Board/Commission function:*

City official Candidate of Council. 10 years of knowledge of our community.

Other Civic Activities:*

Community advocate, Vocational Guidance, Volunteer

Disclaimer*

☒ I understand and agree,

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Disclaimer

☒ I understand and agree.

Applications will remain on file with La Marque City Clerk for two years.

Today's Date*

7/9/2021

9:15 PM

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS - Submission #3622

Date Submitted: 4/6/2022

Board Preference 1*

Keep La Marque Beautiful Commission

Board Preference 2:*

Cemetery Board

First Name*

Alanah

Last Name*

Brown

Address1*

716 amato st

Address2

City*

lamarque

State*

TX

Zip*

77568

Are you a resident of La Marque?*

Yes

Phone Number*

4099448202

Profession *

stay at home mom

Special Knowledge or Experience applicable to City Board/Commission function:*

chairwoman for KLMB

Other Civic Activities:*

a wide array of community activities. library activities. clean ups. beautify the bayou. etc. all things KLMB related. and also cemetery board activities such as wreaths across america.

Disclaimer*

☒ I understand and agree,

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Disclaimer

☒ I understand and agree.

Applications will remain on file with La Marque City Clerk for two years.

Today's Date*

4/6/2022

9:30 AM

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS - Submission #3499

Date Submitted: 1/18/2022

Board Preference 1*

Keep La Marque Beautiful Commission

Board Preference 2:*

Parks Board

First Name*

Cathy

Last Name*

Wall

Address1*

1114 Cedar Dr

Address2

City*

La Marque

State*

Texas

Zip*

77567

Are you a resident of La Marque?*

Yes

Phone Number*

4093706080

Profession *

CPS

Special Knowledge or Experience applicable to City Board/Commission function:*

I have been the chair for Relay for Life, President of the little league football in Texas City among other positions.

Other Civic Activities:*

At my church I am part of the social justice committee.

Disclaimer*

☒ I understand and agree,

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Disclaimer

☒ I understand and agree.

Applications will remain on file with La Marque City Clerk for two years.

Today's Date*

1/18/2022

10:30 AM

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS - Submission #3235

Date Submitted: 8/23/2021

Board Preference 1*

Keep La Marque Beautiful Commission

Board Preference 2:*

Parks Board

First Name*

Sarah

Last Name*

Dougherty

Address1*

2503 CEDAR DR

Address2

Apt, suite, floor, etc.

City*

La Marque

State*

TX

Zip*

77568-3917

Are you a resident of La Marque?*

Yes

Phone Number*

4097951366

Profession *

Vice CEO at Six Brothers Concrete Pumping

Special Knowledge or Experience applicable to City Board/Commission function:*

I am aware of Code of Ordinances, and if I do not know, I will find out. I also get a long with everyone, and I enjoy making others smile.

Other Civic Activities:*

Voting, volunteering, and giving back.

Disclaimer*

☒ I understand and agree,

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Disclaimer

☒ I understand and agree.

Applications will remain on file with La Marque City Clerk for two years.

Today's Date*

8/23/2021

6:30 PM

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS - Submission #3534

Date Submitted: 2/9/2022

Board Preference 1*

Planning & Zoning Commission

Board Preference 2:*

Economic Development Corporation

First Name*

Heather

Last Name*

McMillian

Address1*

5309 I45 North

Address2

City*

La Marque

State*

GALVESTON

Zip*

77568

Are you a resident of La Marque?*

Yes

Phone Number*

409-347-3105

Profession *

Commercial Real Estate

Special Knowledge or Experience applicable to City Board/Commission function:*

5+ years in city planning and zoning. know what businesses will fit in various zones and what will not.

Other Civic Activities:*

I have recently returned to my home town and am looking to get involved

Disclaimer*

☒ I understand and agree,

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Disclaimer

☒ I understand and agree.

Applications will remain on file with La Marque City Clerk for two years.

Today's Date*

2/9/2022

2:30 PM



**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application may be subject to disclosure under the Public Information Act.

Please type or print information:

Name: Greg Cornett

Home Address: 1310 Cedar Dr.

City: LA MARQUE, TX Zip: 77568 (must be a La Marque resident at least 12 months)- unless applying for membership to the Planning and Zoning Commission which requires -

Must provide two (2) forms) of residency authentication: Resident Authentication provided:

Home Telephone: 409-739-0521 Cell: 409-739-0521 E-mail: SNOWKING1@ATT.NET

Board Preference 1: PLANNING and ZONING

Board Preference 2: EDC

Profession: Food Service

Special Knowledge or Experience applicable to City Board/Commission function: Carpenter for 25 years previous B.O.A. and P.Z. Chair MAN

Other Information (Civic Activities): LION'S Club President Chamber of Commerce

I certify under penalty of perjury that the foregoing information is true and correct.

Member

Signature: Greg Cornett

Date: 3-22-2022

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

Robin Eldridge

From: noreply@civicplus.com
Sent: Monday, August 23, 2021 6:28 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Keep La Marque Beautiful Commission
Board Preference 2:	Parks Board
First Name	Sarah
Last Name	Dougherty
Address1	2503 CEDAR DR
Address2	Apt, suite, floor, etc.
City	La Marque
State	TX
Zip	77568-3917
Are you a resident of La Marque?	Yes
Phone Number	4097951366
Profession	Vice CEO at Six Brothers Concrete Pumping

Special Knowledge or
Experience applicable to
City Board/Commission
function:

I am aware of Code of Ordinances, and if I do not know, I will
find out. I also get along with everyone, and I enjoy making
others smile.

Other Civic Activities:

Voting, volunteering, and giving back.

Disclaimer

I understand and agree,

Disclaimer

I understand and agree.

Today's Date

8/23/2021 6:30 PM

Email not displaying correctly? [View it in your browser.](#)

Robin Eldridge

From: noreply@civicplus.com
Sent: Wednesday, June 2, 2021 9:24 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Planning & Zoning Commission
Board Preference 2:	Civil Service Commission
First Name	christopher
Last Name	ovalle
Address1	2401 BELUCHE DR
Address2	2307 59th street
City	Galveston
State	TX
Zip	77551
Are you a resident of La Marque?	No
Phone Number	4096827658
Profession	Security

Special Knowledge or Experience applicable to City Board/Commission function:	i have a lot of experince
Other Civic Activities:	anything and everything
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	6/2/2021 9:30 PM

Email not displaying correctly? [View it in your browser.](#)

Robin Eldridge

From: noreply@civicplus.com
Sent: Tuesday, January 5, 2021 9:43 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Keep La Marque Beautiful Commission
Board Preference 2:	Board of Adjustment
First Name	Raushida
Last Name	Robinson
Address1	2306 Downey drive
Address2	<i>Field not completed.</i>
City	la marque
State	texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	3469019943
Profession	Vocational Guidance Specialist

Special Knowledge or Experience applicable to City Board/Commission function:	2020 City Council candidate, Community cleanup,
Other Civic Activities:	Community Development, Leadership, Volunteer deputy registrar (VDR)
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	1/5/2021 9:45 AM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Friday, January 29, 2021 11:56 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Follow Up Flag: FollowUp
Flag Status: Flagged

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Economic Development Corporation
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	veverly
Last Name	sumlin
Address1	1712 Rosealee St
Address2	<i>Field not completed.</i>
City	LaMarque
State	tx
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	8326632950
Profession	accounting
Special Knowledge or Experience applicable to City Board/Commission function:	30 years of work experience in accounting able to lead with impartiality ,straightforwardness. I value the city of lamarque and will use discretion and confidentiality in a professional way. I will bring diversity to the board. I serve in my community and would love to expand my knowledge of government
Other Civic Activities:	M&D Social and Riding Club- Heroines of jericho-NAACP
Disclaimer	I understand and agree,

Disclaimer

I understand and agree.

Today's Date

1/29/2021 11:45 AM

Email not displaying correctly? [View it in your browser.](#)