

Accessibility and Accommodation Requests

For questions about accessibility or accommodations for persons with disabilities, or to request a translator, interpreter, or other communication aids, please contact Melissa Bisset at 503-856-3412 or bissetm@keizeror.gov. The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible.

To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, May 19, 2025

6:00 PM

Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. **Jewish American Heritage Month Proclamation**
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **CONSENT CALENDAR**
 - a. **RESOLUTION - Authorizing Chief of Police to Sign Subaward ("Micro-Grant") for Body-Worn Cameras**
 - b. **RESOLUTION - Authorizing the Chief of Police to Purchase Body-Worn Cameras and Associated Equipment for Police Department**
 - c. **Approval of May 5, 2025 Regular Session Minutes**
 - d. **Approval of April 28, 2025 Work Session Minutes**
8. **PUBLIC HEARINGS**
 - a. **ORDINANCE - Relating to Liquor License Review; Amending Keizer Code Chapter 4, Article II**
RESOLUTION - Establishing Fes Relating to Liquor License Applications

9. ADMINISTRATIVE ACTION

- a. Discussion regarding next steps of the Utah Property

10. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

Monday, June 2, 2025 - 6:00 p.m.
City Council Regular Session

Monday, June 9, 2025 - 6:00 p.m.
City Council Joint Work Session with Community Diversity Engagement Committee

Monday, June 16, 2025 - 6:00 p.m.
City Council Regular Session

14. ADJOURNMENT

City of Keizer Mission Statement

Keep City Government Costs And Services To A Minimum By Providing City Services To The Community In A Coordinated, Efficient, And Least Cost Fashion

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."



Proclamation

WHEREAS, Jewish American Heritage Month celebrates the contributions Jewish Americans have made in the United States since twenty-three immigrants from Brazil first arrived in New Amsterdam in 1654 in search of better opportunities and made America their new home; and,

WHEREAS, the first amendment to the US Constitution states that “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof” which creates the expectation that each of us shall have the freedom to openly practice and live out our faith in peace; and,

WHEREAS, as a religious and cultural minority in the United States, the contributions and experiences of Jewish Americans have often been omitted from our country’s national narrative through bias, ignorance, antisemitism, and violence; and,

WHEREAS, On April 20, 2006, President George W. Bush proclaimed that May would be Jewish American Heritage Month; and,

WHEREAS, despite facing persecution and racism through millennia, the Jewish people have continued to use their values and skills to contribute to the economic, faith, cultural and governance strength and diversity of communities like Keizer; and,

WHEREAS, the people of Keizer desire to fully and authentically celebrate and honor the influence and achievements of Jewish Americans in our community and American society.

NOW, THEREFORE, the Keizer City Council assembled here in Regular Session, does hereby proclaim May 2025 as

Jewish American Heritage Month

And ask all the people of Keizer to join together in learning about and celebrating the tremendous achievements and contributions of Jewish Americans.

*IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the City of Keizer to be herein
affixed this 19th day of May 2025.*

MAYOR CATHY CLARK
City of Keizer, Oregon



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Andrew Copeland, Police Chief
Tim Hein, Lieutenant

Subject: Small, Rural, and Tribal Law Enforcement Agency Body Worn-Camera Grant

Proposed Motion

I move the City Council adopt Resolution R2025-_____ Authorizing the Chief of Police to Sign Subaward ("Micro-Grant") for Body-Worn Cameras.

I. Summary

The Keizer Police Department applied for the Small, Rural, and Tribal Law Enforcement Agency Body Worn-Camera Grant funded by the Bureau of Justice Assistance (BJA) and operated by Justice & Security Strategies, Inc. (JSS).

II. Background

- A. The Keizer Police Department has a goal to equip our officers with body-worn cameras.
- B. The grant currently matches up to \$38,000 for body-worn camera purchases.
- C. The total cost of the body-worn camera project is estimated to be \$137,550 based on competitive quotes from multiple vendors.
- D. The net cost after utilizing the grant would be \$99,550.

III. Current Situation

- A. Currently, the Keizer Police Department does not have any body-worn cameras. The only cameras officers utilize currently are the in-car camera systems. The video from the in-car camera systems is limited to police contacts at the front of the police vehicles and not during contact with the public.

IV. Analysis

- A. **Strategic Impact** - This addresses one of the City Council's short-term goals of implementing body-worn cameras.

- B. **Financial** - The body-worn camera purchase will be funded from allocated ARPA funds. The total cost of the body-worn camera project is estimated to be \$137,550 based on competitive quotes from multiple vendors. The grant matches up to \$38,000 for body-worn camera purchases leaving a balance of approximately \$99,550.
- C. **Timing** - Approval of this request will allow the purchase of body-worn cameras and necessary equipment.
- D. **Policy/Legal** - Council must approve this purchase to meet the legal requirements and the policy of the City of Keizer.

The City has reviewed the requirements of the grant and will adhere to the requirements.

V. **Alternatives**

- A. Adopt the attached Resolution.
- B. Take No Action - Officers will not be equipped with body-worn cameras.

VI. **Recommendation**

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to enter into an agreement with the Small, Rural, and Tribal Law Enforcement Agency Body Worn-Camera Grant funded by the Bureau of Justice Assistance (BJA) and operated by Justice & Security Strategies, Inc. (JSS).

Attachments

1. RES_CC_Authorizing City Manager to Sign Grant Agreement -Body Worn Cameras_5 19 2025
2. SRT_Contract_Keizer_Police_Department_OR (002)

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING CHIEF OF POLICE TO SIGN SUBAWARD
("MICRO-GRANT") FOR BODY-WORN CAMERAS

WHEREAS, Justice & Security Strategies, Inc., on behalf of the Department of Justice has authorized the City of Keizer an award of \$38,000.00 to fund body-worn cameras for the Police Department;

WHEREAS, the match amount for the City of Keizer is \$38,000.00;

WHEREAS, the City wishes to enter into the attached grant agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Chief of Police is authorized to sign the attached Subaward ("Micro-Grant") Agreement for \$38,000.000 to fund body-worn cameras for the Police Department.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its passage.

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

Mayor

City Recorder

Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Keizer Police Department
And



SUBAWARD INFORMATION	
Name:	Keizer Police Department
Address:	930 Chemawa Road NE Keizer, OR 97303
Award Number	59998740
Federal Identification Number	93-0836902
Micro-grantee UEI	L9JVKCZWW565
Program Period: Start Date - End Date	01/01/2024-12/31/2026
Total Amount of the Federal Award	\$ 38,000.00
Match Amount	\$ 38,000.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Keizer Police Department. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Keizer Police Department accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official
Signature of Approving Official	Signature of Authorized Subrecipient Official
Date:	Date:

Federal Award Number: 15PBJA-23-GK-04176-BWCX, **October 1, 2023, C.F.D.A. No: 16.835.** **Federal Award Project Description:** The Fiscal Year 2023 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 15PBJA-23-GK-04176-BWCX awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
 - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
 - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
 - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
 - b) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
 - c) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
 - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
 - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including:
 - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
 - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either:

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or
- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a “procurement transaction”), micro-grantee must not discriminate against any person or business because of their status as an “associate of the federal government” (or because a person or entity is affiliated or owned by such an associate). A person or entity is an “associate of the federal government” if they are engaged or employed (in the past or at present) by or on behalf of the federal government-as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise-in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
 - a) Severe forms of trafficking in persons
 - b) Procurement of a commercial sex act
 - c) Use of forced labor in the performance of the Subgrant
 - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
 - a) Trainers comply with the law and cannot discriminate.
 - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
 - c) Trainers must be well-qualified in the subject area.
 - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR42 Subpart E if Micro-grantee is required to have such a program.

As of July 19, 2023, micro-grantees with awards greater than \$25,000 must comply with the EEOP requirements. The Office of Civil Rights no longer accepts or approves sub-recipient Certification/Verification of Exemption Forms. Instead sub-recipients must complete the Verification Forms and Utilization Reports in the EEOP Report Builder found at <https://eeop.ocr.ojp.gov/certs/sub/homepage>. Forms must be submitted to JSS through the Grant Application portal prior to receipt of payment.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.
- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.
- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

- 19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Andrew Copeland, Police Chief
Tim Hein, Lieutenant

Subject: Body-Worn Camera Purchase

Proposed Motion

I move the City Council adopt Resolution R2025-____ Authorizing the Chief of Police to Purchase Body-Worn Cameras and Associated Equipment for Police Department.

I. Summary

The Keizer Police Department researched options for purchasing body-worn cameras. We used the informal solicitation method to obtain quotes from three different companies. Motorola Solutions provided competitive pricing at \$137,550. This pricing includes 25 V700 body-worn cameras with five years of licensing and unlimited cloud storage services. It includes charging stations, on-site deployment and training for the body-worn cameras, and all other necessary equipment needed. This quote includes Command Central Evidence, a system that allows our property/evidence staff to share body-worn camera evidence with the District Attorney's Office and other law enforcement agencies as needed. Currently, the police department has Motorola in-car camera systems installed in our patrol vehicles. This quote includes two years of unlimited cloud storage for the in-car camera systems.

II. Background

- A. Body-Worn Camera technology offers several important benefits for law enforcement, communities, and the justice system. Some of the benefits are as follows: Increased accountability, enhanced transparency, evidence collection, reduction in complaints and use of force, training and performance review, quicker resolution of disputes, and support for victims and witnesses.
- B. As mentioned previously, the body-worn camera quote includes unlimited cloud storage for not only the body-worn camera footage but also our in-car camera footage. The quote includes Command Central Evidence. In researching the capabilities of this system, we learned it will allow our Property and Evidence Unit to shift to a digital evidence management system. This will increase the efficiency of the unit.

III. Current Situation

- A. Currently, the police department has in-car camera systems installed in our patrol vehicles. The camera systems are limited to capturing video in front of the patrol vehicles. Officers currently wear microphones that synchronize with the in-car camera systems, but they capture audio only. With the addition of Motorola body-worn cameras, they will synchronize with the in-car camera systems, will automatically turn on when officers activate their overheard emergency lights, and will capture audio and video.
- B. Currently, officers manually transfer in-car camera video and microphone audio into the evidence intake drive. This requires property/evidence staff to manually place the in-car camera video and microphone audio into the permanent evidence drive. Sharing video and microphone audio with other agencies is time-consuming.

IV. Analysis

- A. **Strategic Impact** - This addresses one of the City Council's short-term goals of implementing body-worn cameras.
- B. **Financial** - The body-worn camera system, programs, and equipment in the amount of \$137,550 will be funded from allocated ARPA funds with a match up to \$38,000 from the body-worn camera grant.
- C. **Timing** - Approval of this request will allow the purchase of body-worn cameras, programs, and necessary equipment.
- D. **Policy/Legal** - Council must approve this purchase to meet the legal requirements and the policy of the City of Keizer.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Take No Action - Officers will continue to be limited to utilizing in-car camera video and microphone audio recordings.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution authorizing the Chief of Police to purchase body-worn cameras, programs, and necessary equipment.

Attachments

- 1. 15Car 25 BWC (004)
- 2. RES_CC_Purchase of Body-Worn Cameras_5 19 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."



KEIZER POLICE DEPT, CITY OF

15 Cars 29 BWC

04/25/2025

04/25/2025

KEIZER POLICE DEPT, CITY OF
930 CHEMEWA RD NE
KEIZER, OR 97307

RE: Motorola Quote for 15 Cars 29 BWC

Dear Tim Hein,

Motorola Solutions is pleased to present KEIZER POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KEIZER POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Bronson Abts at Bronson.Abts@motorolasolutions.com.

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

Sincerely,

Bronson Abts

Billing Address:
KEIZER POLICE DEPT, CITY OF
930 CHEMEWA RD NE
KEIZER, OR 97307
US

Shipping Address:
KEIZER POLICE DEPT, CITY OF
930 CHEMEWA RD NE
KEIZER, OR 97307
US

Quote Date:04/25/2025
Expiration Date:06/24/2025
Quote Created By:
Bronson Abts
Bronson.Abts@
motorolasolutions.com

End Customer:
KEIZER POLICE DEPT, CITY OF
Tim Hein

Contract: 36874 - SOURCEWELL MOBILE
VIDEO-101223-MOT
AGREEMENT: WG AGREEMENT

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	VideoManager EL or EX: Video Evidence Management						
1	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	15	2 YEAR	\$1,400.00	\$21,000.00	
2	WGC01013	VIRTUAL UPLOAD APPLIANCE*	1	2 YEAR	\$2,000.00	\$2,000.00	
	Video as a Service						
3	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	25	5 YEAR	\$3,500.00	\$87,500.00	
4	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$8,000.00	\$8,000.00	
5	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	2		Included	Included	
6	WGB-0142AAS	VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS	13		Included	Included	
7	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	2	5 YEAR	\$1,000.00	\$2,000.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
8	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	25	5 YEAR	Included	Included	
9	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	25		Included	Included	3 YEAR
10	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	25	5 YEAR	Included	Included	
11	SWV07S03593A	SOFTWARE ENHANCEMENTS	25	5 YEAR	Included	Included	
12	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	25		Included	Included	
13	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	3		Included	Included	
14	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	15	5 YEAR	\$200.00	\$3,000.00	
15	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	15		\$70.00	\$1,050.00	
	CommandCentral Evidence						
16	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
17	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	30	5 YEAR	\$0.00	\$0.00	
18	SSV00S02604A	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	
19	SSV00S02605A	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	
20	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$13,000.00	\$13,000.00	
21	SSV00S02782A	COMMUNITY INTERACTION TOOL*	1	5 YEAR	\$0.00	\$0.00	

Grand Total

\$137,550.00(USD)

Pricing Metric :

Price is indicative of the following -
of Named Users for - 30



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

Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$9,050.00	
Upfront Subscription Fee				
	VideoManager EL or EX: Video Evidence Management	Annually	\$11,500.00	
	Video as a Service	Annually	\$18,500.00	
	CommandCentral Evidence	Annually	\$2,600.00	
Sub Total:			\$41,650.00	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	VideoManager EL or EX: Video Evidence Management	Annually	\$11,500.00	\$11,500.00
	Video as a Service	Annually	\$18,500.00	\$18,500.00
	CommandCentral Evidence	Annually	\$2,600.00	\$2,600.00
Year 3 Subscription Fee				
	Video as a Service	Annually	\$18,500.00	\$18,500.00
	CommandCentral Evidence	Annually	\$2,600.00	\$2,600.00
Year 4 Subscription Fee				
	Video as a Service	Annually	\$18,500.00	\$18,500.00
	CommandCentral Evidence	Annually	\$2,600.00	\$2,600.00
Year 5 Subscription Fee				
	Video as a Service	Annually	\$18,500.00	\$18,500.00
	CommandCentral Evidence	Annually	\$2,600.00	\$2,600.00
Sub Total:			\$95,900.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$137,550.00

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



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

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

DRAFT



VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

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

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



VIDEO EVIDENCE MANAGEMENT

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

Simplified Evidence Review

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

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

Easy Evidence Sharing

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

Automatic Data Maintenance

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

Security

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



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

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

DEVICE MANAGEMENT

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

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

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

REPORTING

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



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

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

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

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

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

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

AWARD, ADMINISTRATION, AND PROJECT INITIATION

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

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

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

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

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

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

CJIS Security Addendum

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

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

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

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

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



SUBSCRIPTION SERVICE PERIOD

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

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

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

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

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

Project Manager (PM)

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

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

Post Sales Engineer

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

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



System Technologist (ST)

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

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

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

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

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

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

Technical Trainer / Instructor

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

Motorola-Certified Installer

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

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



- Not required for installation. Available for the installing technician.

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

Customer Support Services Team

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

Customer Project Roles and Responsibilities

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

Project Manager

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

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

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

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

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

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

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

Training POC

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



General Customer Responsibilities (if applicable)

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

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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

NETWORK AND HARDWARE REQUIREMENTS

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

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

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



PROJECT PLANNING

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

PROJECT PLANNING SESSION

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

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

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

Customer Responsibilities

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

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

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



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

Motorola Responsibilities

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

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

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

DISCOVERY TELECONFERENCE

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

Motorola Responsibilities

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



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

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

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

Motorola Responsibilities

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

Customer Responsibilities (if applicable)

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

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

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

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



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

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

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

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

Body Worn Camera Configuration (if applicable)

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

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

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



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

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

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

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

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

Motorola Responsibilities

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

Customer Responsibilities

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



SOFTWARE INSTALLATION AND CONFIGURATION

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

Installation of VideoManager EL software consists of the following activities:

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

VideoManager EL (if applicable)

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

Motorola Responsibilities

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

Customer Responsibilities

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

VideoManager ELC (if applicable)

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

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
 - Create event categories.
 - Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

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

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

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

Customer Responsibilities

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

Completion Criteria

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

CommandCentral Evidence (if applicable)

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

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

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



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

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

Motorola Responsibilities

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

Customer Responsibilities

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

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



SYSTEM TRAINING

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

ONLINE TRAINING (IF APPLICABLE)

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

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

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

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

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

Motorola Deliverables

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



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



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

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

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



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



MOTOROLA SOLUTIONS

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-3105226
15 Cars 29 BWC

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

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

VIDEO EVIDENCE MANAGEMENT

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

Simplified Evidence Review

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

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

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

Easy Evidence Sharing

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

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

Automatic Data Maintenance

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

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



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

Integration with In-Car and Body-Worn Cameras

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

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

Optional Live Video Streaming

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

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

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

DEVICE MANAGEMENT

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

Device Tracking

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

Faster Shift Changes

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

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



1 V700 Body-Worn Camera Solution Description

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

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



1.1. KEY FEATURES OF THE V700

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



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

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

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

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

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

1.3. **V700 AND APX RADIO INTEGRATION**

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

1.4. **HOLSTER AWARE™ INTEGRATION**

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



1.5. DOCKING STATIONS

The V700 has three docking options:



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



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



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

1.6. MOUNTING SOLUTIONS

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

WGP02798
WGA00669
WGA00668
WGP02697
WGP03088
WGP03085


Magnetic
Center Shirt
Mount



Tek-Lok Belt
Mount



Molle Locking
Mount



Shirt
Clip



Heavy
Jacket Clip



Heavy Jacket
Magnetic Mount



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

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

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

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

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

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

AWARD, ADMINISTRATION, AND PROJECT INITIATION

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

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

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

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

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

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

CJIS Security Addendum

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

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

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

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

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



SUBSCRIPTION SERVICE PERIOD

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

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

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

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

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

Project Manager (PM)

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

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

Post Sales Engineer

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

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



System Technologist (ST)

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

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

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

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

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

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

Technical Trainer / Instructor

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

Motorola-Certified Installer

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

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



- Not required for installation. Available for the installing technician.

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

Customer Support Services Team

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

Customer Project Roles and Responsibilities

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

Project Manager

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

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

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

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

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

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

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

Training POC

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



General Customer Responsibilities (if applicable)

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

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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

NETWORK AND HARDWARE REQUIREMENTS

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

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

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



PROJECT PLANNING

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

PROJECT PLANNING SESSION

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

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

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

Customer Responsibilities

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

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

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



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

Motorola Responsibilities

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

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

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

DISCOVERY TELECONFERENCE

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

Motorola Responsibilities

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



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

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

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

Motorola Responsibilities

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

Customer Responsibilities (if applicable)

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

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

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

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



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

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

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

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

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

Body Worn Camera Configuration (if applicable)

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

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

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



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

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

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

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

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

Motorola Responsibilities

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

Customer Responsibilities

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



SOFTWARE INSTALLATION AND CONFIGURATION

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

Installation of VideoManager EL software consists of the following activities:

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

VideoManager EL (if applicable)

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

Motorola Responsibilities

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

Customer Responsibilities

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

VideoManager ELC (if applicable)

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

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

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

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

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

Customer Responsibilities

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

Completion Criteria

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

CommandCentral Evidence (if applicable)

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

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

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



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

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

Motorola Responsibilities

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

Customer Responsibilities

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

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



SYSTEM TRAINING

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

ONLINE TRAINING (IF APPLICABLE)

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

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

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

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

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

Motorola Deliverables

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



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



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

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

1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

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

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

1.2. ESSENTIAL SERVICE

1.2.1. Remote Technical Support

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

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

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

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



1.2.2. Software Maintenance

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

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

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

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

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

1.2.4. Device Hardware Repair

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

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



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

1.2.5. Essential Software Service

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

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

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

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

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

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

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

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

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



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

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

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

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

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

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

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

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

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



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

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

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

1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

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

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



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

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

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

1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

1.7.1. Description of Services and Obligations

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

Examples of repairs covered under Accidental Damage include:

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

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

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



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automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

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

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

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

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

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

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

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

1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

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

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



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- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



COMMANDCENTRAL RESPONDER: EVIDENCE CAPTURE SOLUTION

DESCRIPTION

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

MINIMUM OPERATING SYSTEM REQUIREMENTS

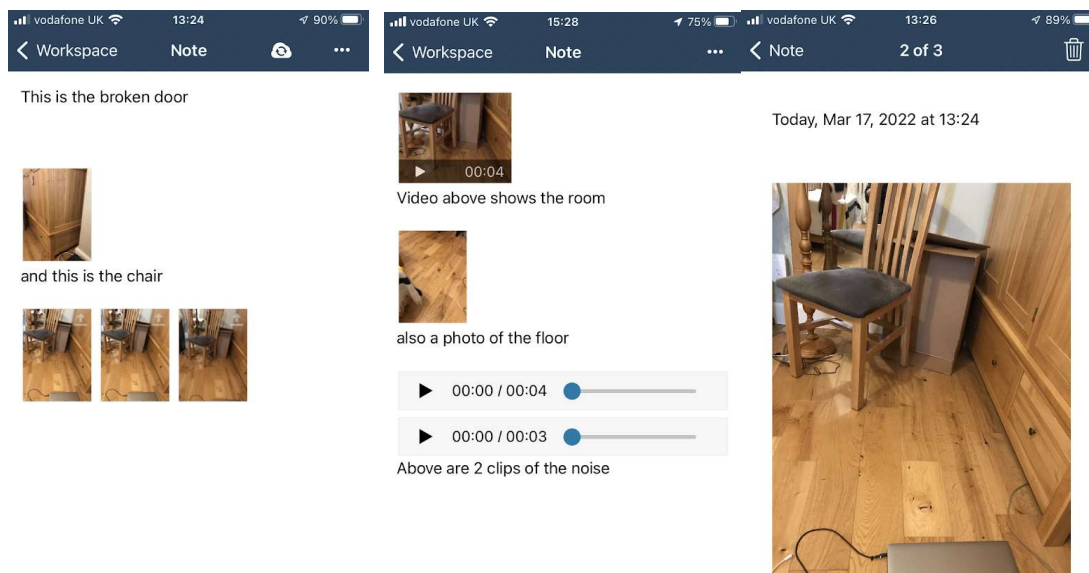
Apple iOS: Minimum Supported version is 15

Android: Minimum Supported Version is 10

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

NOTES AND MEDIA CAPTURE

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

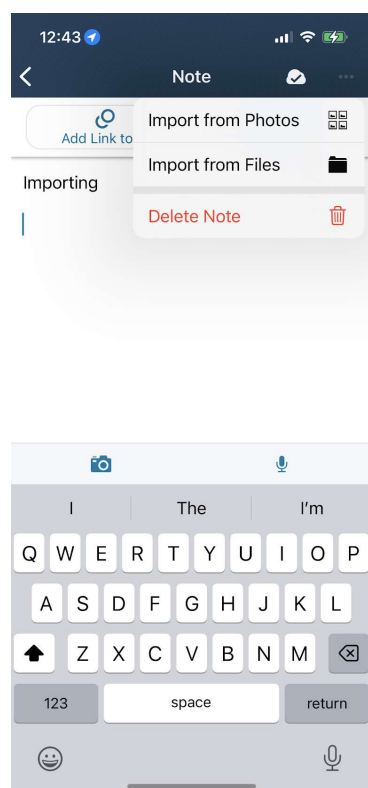


Media Retention Policy Setting: This setting is set during the deployment and is an agency-wide policy. Each agency needs to select the amount of time the evidence / media captured will remain on devices in the field from time of capture. (Default setting is 30 days) but can be set as low as 8 hours or once per shift by setting the value to "0".

NOTE: The time evidence remains on the device is based upon when the file is captured and then the retention policy will be triggered for removal from the device based on the time retention has expired.

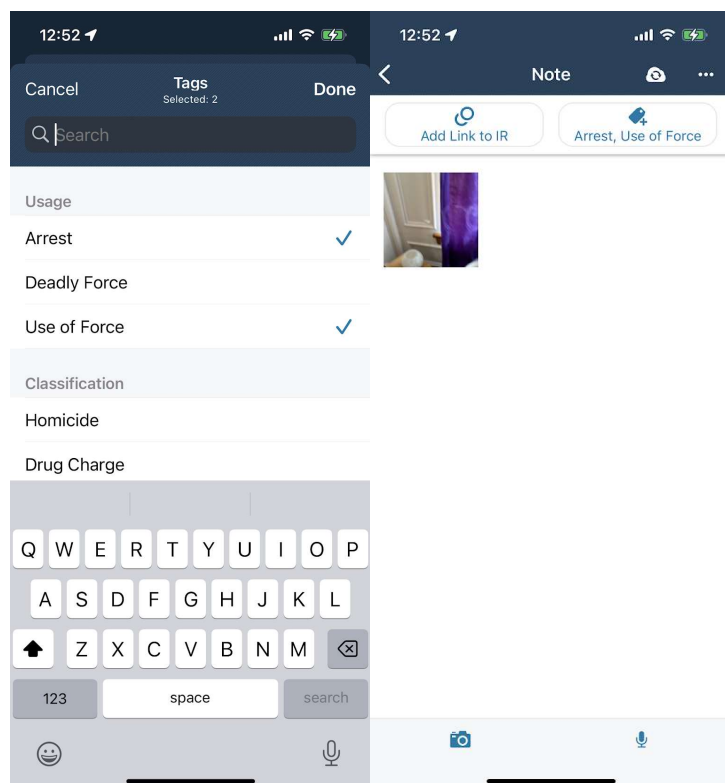
IMPORTING MEDIA

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



TAGGING

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



LINKING TO RECORDS

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

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

Users can

- Link to an incident record already on a user's device
- Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
- A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)

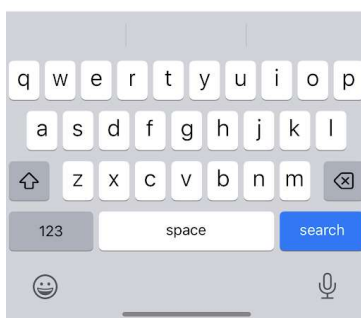
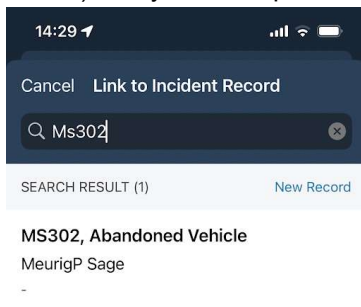


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- Users can create a new incident record (providing summary details above).
- User will be provided with the Report number separately
- Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

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



TIMELINE

Users can view previous notes in their timeline:

- Update a note later with further information;

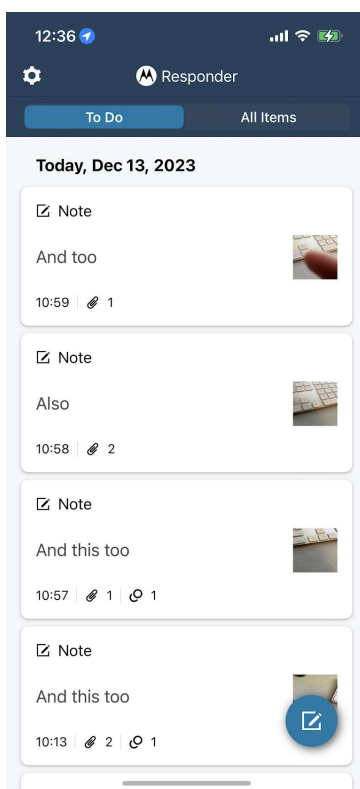


- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

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

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

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



SYNCHRONIZING DATA

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

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



AUTHENTICATION AND SECURITY

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

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

Customers can enable multi-factor authentication.

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

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



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

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

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

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

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

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

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does



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not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.

Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

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

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

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and 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 Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:



- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.
- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's 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 Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

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

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.



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- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and 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.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

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



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- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- 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.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.



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Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

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If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.
- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION



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

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.



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- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not



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been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.

DRAFT



LEARNING SUBSCRIPTION STATEMENT OF WORK

OVERVIEW

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

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

DESCRIPTION OF SERVICE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

SCOPE

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

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

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

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

MOTOROLA SOLUTIONS RESPONSIBILITIES

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



LIMITATIONS AND EXCLUSIONS

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

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

CUSTOMER RESPONSIBILITIES

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



TECHNICAL SUPPORT INCIDENT PRIORITY LEVELS AND RESOLUTION TIMES

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

YOUR CONTENT

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

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

YOUR REPRESENTATIONS AND WARRANTIES REGARDING CONTENT

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



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

MOTOROLA ACCESS TO CONTENT

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

WIND DOWN OF SUBSCRIPTION SOFTWARE

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

MODIFICATIONS

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



1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5 AUTHORIZING THE CHIEF OF POLICE TO PURCHASE BODY-
6 WORN CAMERAS AND ASSOCIATED EQUIPMENT FOR
7 POLICE DEPARTMENT

8
9 WHEREAS, body-worn camera technology offers important benefits for law
10 enforcement, communities, and the justice system;

11 WHEREAS, the Police Department researched options for purchasing body-
12 worn cameras;

13 WHEREAS, informal solicitations were sought from three vendors and it has
14 been determined that Motorola Solutions provided the body-worn cameras that would
15 meet the needs of the Police Department;

16 WHEREAS, the price of \$137,550 includes the body-worn cameras with five
17 years of licensing and unlimited cloud storage services. It also includes the charging
18 stations, on-site deployment and training and all other necessary equipment. This price
19 also includes a system that allows the property/evidence staff to share body-worn
20 camera evidence with the District Attorney's Office and other law enforcement
21 agencies;

22 WHEREAS, funds available to complete this project are from the body-worn
23 camera grant and from the American Rescue Plan Act (ARPA);

24 NOW, THEREFORE,
25

1 BE IT RESOLVED by the City Council of the City of Keizer that the Chief of
2 Police is hereby authorized to purchase the body-worn camera equipment and licenses
3 from Motorola Solutions in the amount of \$137,550.00.

4 BE IT FURTHER RESOLVED that the purchase shall be from the body-worn
5 camera grant and the ARPA fund.

6 BE IT FURTHER RESOLVED that the Chief of Police is authorized to take
7 any and all necessary acts to effectuate the purchase.

8 BE IT FURTHER RESOLVED that this Resolution shall take effect
9 immediately upon the date of its passage.

10 PASSED this _____ day of _____, 2025.

11

12 SIGNED this _____ day of _____, 2025.

13

14

15

16

Mayor

17

18

19

City Recorder



**MINUTES
KEIZER CITY COUNCIL**

**Monday, May 5, 2025
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon**

CALL TO ORDER

Mayor Clark called the meeting to order at 6:01 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice
President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Melissa Bisset, City Recorder

Absent:

Ma'Layah Latty-Farrar, Youth
Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Proclamation - Asian American Native Hawai'ian Pacific Islander Heritage Month

Maribel Ramillosa, President of the Greater Salem Filipino American Association, presented information about the Greater Salem Filipino-American Association. Marissa Scharer, Owner of the Manila Fiesta Filipino Food, presented information about her authentic Filipino food restaurant in Salem.

Mayor Clark read the Proclamation recognizing May as Asian American Native Hawai'ian Pacific Islander Heritage Month.

COMMITTEE REPORTS

Rhonda Rich, West Keizer Neighborhood Association, noted that their last meeting of the season before summer break would be happening on Thursday. She reviewed the items on their agenda.

David Philbrick, member of the Traffic Safety, Bikeways and Pedestrian Committee, summarized the recent meeting. Discussion ensued regarding potential enforcement on Alder and the City getting in touch with Claggett Creek Middle School. The City was looking at options for signage. There was a suggestion to use the trailer speed sign in the area where there had been complaints.

PUBLIC COMMENTS

Caleb Folsom, Gervis, Builder/Developer, was attempting to develop a cottage cluster in Keizer. He provided a handout to the Council that showed how the Keizer Code made it unfeasible to build. There was a question about the development. Discussion ensued regarding density in relation to the type of development. Mr. Folsom shared a recent development that he had made in Keizer.

There was discussion about parking and what else would be done on the property if a cottage cluster could not be built. Planning Director Shane Witham provided a history of Planning Code changes and State requirements. There were suggestions for Mr. Folsom to bring his request as a variance or bring his concerns to the Planning Commission. Mr. Folsom explained the design of the cottage cluster.

CONSENT CALENDAR

Mayor Clark pulled item e.

Councilor President Starr moved that the Keizer City Council approve the Consent Calendar items a.b.c. and d. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Cross, Kohler, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

- a. **Event Center Use Fee Waiver - Soaring Heights Recovery Homes - Third Annual Vision Dinner**
- b. **RESOLUTION - Authorizing the City Manager to Award and Enter Into an Agreement with K & E Excavating LLC for McLeod Storm Drain Realignment Phase 2 Project**
- c. **RESOLUTION - Authorizing the City Manager to Award and Enter into a Contract with First Pacific Corporation for Construction of Keizer Rapids Turf Fields Phase 2**
- d. **RESOLUTION - Amending the Keizer Personnel Policies; Amending Resolution R2025-3549**

e. Approval of April 21, 2025 Regular Session Minutes

Mayor Clark stated that on page 3 of the minutes, there were two votes listed for her motion to amend the list of national observances to have a Proclamation for Constitution Week. The second set of votes was correct. She would like to have the 7-0 votes removed, leave the 1-6 votes and that the final vote was 6-1 as noted.

Mayor Clark moved to approve the April 21, 2025, regular session minutes as amended.

Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Cross, Kohler, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

PUBLIC HEARINGS

a. RESOLUTION - Exemption of the Brand Name Specification Purchase of Surface America Fall Protection Product from Competitive Bidding and Purchasing Play Structure Materials, Surface America Fall Protection Materials, and Installation Services from Ross Recreation Equipment Co., Inc. for Bob Newton Family Park

Mayor Clark opened the Public Hearing.

Public Works Director Bill Lawyer summarized the staff report.

With no further testimony, Mayor Clark closed the Public Hearing.

Council President Starr moved to adopt Resolution R2025- Exemption of the Brand Name Specification Purchase of Surface America Fall Protection Product from Competitive Bidding and Purchasing Play Structure Materials, and Installation Services from Ross Recreation Equipment Co. for Bob Newton Family Park. Councilor Kohler seconded.

It was noted that the contract included removal of the existing fall protection and the existing play structure.

Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. Medical Disposal Rate Discussion

City Manager Adam Brown summarized the staff report.

Shawn Edmonds, Loren's Sanitation, explained that there were 47 commercial customers that were impacted.

Kevin Hines, Marion Environmental Services, explained the impact of the Brooks incinerator

closing. This meant that transporting the waste was much further. Marion County and the City of Salem approved the rate increases. They were working with a local company that may have a process in the future that could reduce the costs. Marion County Environmental Services had been absorbing the costs.

There was a request for the number of people worked at the 47 businesses and a comment on the impact of rate increases on small businesses. There were questions about residential rates, the volume of medical waste, customer communication, and costs moving forward and if the costs could be lowered.

Council President Starr moved to direct staff to schedule the public hearing and bring back the requested disposal rates for medical waste for public testimony and consideration at a subsequent meeting. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. RESOLUTION - Amending City of Keizer City Council Rules of Procedure (Amending Resolution R2025-3568)

City Attorney Joseph Lindsay summarized the staff report. Discussion followed regarding rules versus laws.

Council President Starr moved to adopt Resolution R2025- Amending City of Keizer Council Rules of Procedure (Amending Resolution R2025-3568). Councilor Kohler seconded.

Mayor Clark noted that the proposed changes came out of asking for documentation related to a budget request. Mayor Clark asked for help to understand how an outside organization asking for documentation of a budget request rises to the level of an investigation of the councilor who made the request. She asked about having the responsibility of process and compliance for fiduciary accountability. She commented that the timeline between the budget request to the City and the board action of the Keizer Heritage Foundation didn't match, and it was a procedural error and easy to fix.

Mayor Clark felt that questions and inspection of publicly available information when allocating public funds to a private agency should be allowed, especially when a Councilor was a board officer of that organization and check signer on the account. Mayor Clark asked if it would be in the best interest to ensure that processes are followed. Mayor Clark felt that it will suppress complaints or misconduct and have a chilling effect and less transparent and accountable process, and this was why she would be voting no.

Motion passed as follows:

AYES: Cross, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: Clark (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. ORDINANCE - Relating to Recognition of Neighborhood Associations; Amending Keizer

Code Sections 2-274 and 2-275

City Attorney Joseph Lindsay summarized the staff report.

Council President Starr moved to adopt an Ordinance No. 2025- Amending City of Keizer Council Rules of Procedure (Amending Resolution R2025-3568) relating to Recognition of Neighborhood Associations; Amending Keizer Code Sections 2-274 and 2-275. Councilor Kohler seconded.

Motion passed unanimously as follows upon first reading:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER BUSINESS

There was no other business.

STAFF UPDATES

City Manager Brown reported that there would be Town Hall Listening Sessions related to the question of growth and expansion.

Mayor Clark congratulated Assistant City Manager Wood for the Government Finance Officers Association Award of Excellence and thanked him for the work on getting the proposed budget published.

Chief Copeland reported that there was a recent social media posting that Corban University had done highlighting the Police Department. He reviewed recent events the Police Department had participated in. He recognized Lieutenant Wenning for his work on completing and receiving the Police Department re-accreditation.

Public Works Director Lawyer reported on the continued services that the Public Works Department was providing.

Planning Director Witham reported on recent building permits and noted there would be changes to the code coming to the Council.

COUNCIL MEMBER REPORTS

Mayor Clark and the Councilors each reviewed the events and meetings that they had attended as well as upcoming events.

AGENDA INPUT

Monday, May 12, 2025 - 6:00 p.m.

Budget Committee

Tuesday, May 13, 2025 - 6:00 p.m.

Budget Committee

Thursday, May 15, 2025 - 6:00 p.m.

Budget Committee - if needed

Monday, May 19, 2025 - 6:00 p.m.

City Council Regular Session followed by Executive Session

Monday, June 2, 2025 - 6:00 p.m.

City Council Regular Session

Monday, June 9, 2025 - 6:00 p.m.

City Council Joint Work Session with Community Diversity Engagement Committee

ADJOURNMENT

Mayor Clark stated that the City Council would be going into Executive Session pursuant to ORS 192.660 (2) (i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

Mayor Clark adjourned the meeting at 7:53 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



MINUTES
KEIZER CITY COUNCIL
Monday, April 28, 2025
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:01 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice
President
Kyle Juran, Councilor
Daniel Kohler, Councilor (6:29 p.m.)
Marlene Parsons, Councilor
Lore Christopher, Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Melissa Bisset, City Recorder

DISCUSSION

a. Neighborhood Associations

Mayor Clark welcomed the Neighborhood Associations to the meeting. Discussion followed regarding the Neighborhood Association Code language.

City Manager Adam Brown summarized the request to have a discussion on the Recognition of Neighborhood Associations, Article VIII in the City Code.

City Manager Brown shared that the current code related to Neighborhood Associations requires names, addresses, and email addresses with the city recorder. He noted that as soon as it comes to the City, it becomes a public record.

Discussion ensued regarding alternatives for communication with the Neighborhood Associations, and it was suggested to have a Neighborhood Association email account that is forwarded to board members.

There was a consensus of the Council to have Staff bring a change in the Code language to: The

board roster, including names and contact information shall be filed with the city recorder.

City Manager Brown asked the Council if they wished to keep the sentence "The council shall have the final determination of a neighborhood association's bylaws and any amendments thereto". There was consensus of the Council to remove the sentence. There was a suggestion to have City staff review the bylaws for compliance.

City Manager Brown suggested having the annual written report be 10 pages or less. There was a suggestion to change Section 2-275. Maintaining recognition - Annual report. (1) A listing of all meetings with attendance totals noted. There was a suggestion to change (2) A summary of all issues dealt with by the association to (2) A brief summary of all issues dealt with by the association.

There was a suggestion to increase the length of the presentation from five minutes to five to ten minutes. It was noted that the presiding officer had historically allowed the Neighborhood Associations to finish their oral reports.

The difference between bylaws and charters were discussed.

The Neighborhood Associations commented on the high shared cost of advertising in the KeizerTimes and with the Keizer Chamber noting. It was requested that the Neighborhood Associations work together to prepare a Budget request to bring to the Budget Committee.

There was a question about the graffiti project and funding. The Northwest Keizer Neighborhood Association donated \$200 toward graffiti abatement, and there was a need for paint. Discussion ensued regarding graffiti abatement.

There was a request to include neighborhood associations in the City calendar. There was also a request to the Council to remind the community of Neighborhood Associations during the City Council meetings.

There would be a distribution of fliers around town to promote the Neighborhood Associations.

There was a question about loaning out the owl to Neighborhood Associations so that they could provide hybrid meetings.

There was a question about the usage of the Event Center. Assistant City Manager Wood shared that there was a resolution that described when the Event Center could be used by Neighborhood Associations.

It was noted that there was an intention to have an annual work session with the City Council and the Neighborhood Associations.

Gratitude was expressed for the work of the Neighborhood Associations.

Discussion ensued regarding getting information out about the Community Listening Sessions related to the Urban Growth Boundary and potentially adding information about Town Halls in future City water bills.

There was a question about social media pages for Neighborhood Associations.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:27 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Amendments to Liquor License Code & Adopting Fees

Proposed Motion

I move that the City Council adopt Ordinance No. 2025-____ Relating to Liquor License Review; Amending Keizer Code Chapter 4, Article II.

AND

I move that the City Council adopt Resolution R2025-____ Establishing Fees Relating to Liquor License Applications.

I. Summary

A comprehensive review of the liquor license code has been conducted, and proposed changes were presented to the City Council at the April 21, 2025 Regular Session. These updates aim to streamline the process, enhance efficiency, and reduce costs while maintaining oversight.

II. Background

- A. The City of Keizer first adopted an ordinance related to liquor license applications in 1983. It was revised in 1988 and 2010.
- B. A survey was conducted on how other cities handle liquor license applications. Only two of the fifteen cities surveyed conduct public hearings, and those two conducted them only in the case of an unfavorable recommendation. A background investigator from the OLCC commented that she had not heard of any cities conducting public hearings related to local liquor license application recommendations and the OLCC does not require a public hearing process. Many of the Cities place the liquor license recommendations on the City Council consent agenda, and some of the cities (Salem, Eugene, Tigard, and Portland) have administrative processes where the recommendations are delegated to a City Staff member.

III. Current Situation

- A. The current liquor license application review process is both time-consuming for

applicants and costly for the City. By streamlining the process, the City can achieve significant efficiencies and cost savings while maintaining transparency and oversight.

- B. Staff proposed two options for the City Council's consideration at the April 21, 2025 Regular Session. The City Council directed staff to send Option 1, Administrative Approval Process, to the OLCC for their review and then, upon approval of the OLCC, bring it to the City Council for a public hearing and adoption of new Code.
- C. The OLCC has reviewed the language and is agreeable to the language in the proposed ordinance.
- D. A Public Hearing Notice has been published in the KeizerTimes and on the City's website.
- E. The next step is to hold a public hearing on the ordinance and resolution and vote on the matter.

IV. **Analysis**

- A. **Strategic Impact** - The proposed amendments to the liquor license application process directly support the City of Keizer's mission to "Keep City Government Costs and Services to a Minimum by Providing City Services to the Community in a Coordinated, Efficient, and Least Cost Fashion." By streamlining the application process, these changes will enhance efficiency, reduce administrative costs, and provide a more responsive service to applicants. This strategic improvement aligns with the City's commitment to fiscal responsibility and providing services in an efficient fashion.

- B. **Financial** - **Current Process & Costs**

State Statute regulates the maximum fees a city may charge for liquor licenses, and these fees have remained unchanged since 1999. The applicant pays a fee of \$100 or \$75 depending on the type and \$35 for renewals.

Under the existing liquor license application process, the City incurs several expenses, including:

- Postage, envelopes, printing, copy paper, labels
- Staff time for processing applications
- Publication costs for advertising public hearings

Proposed Process & Cost Savings

The total average cost for the City to process a single application under the current process is approximately \$169.00.

By implementing the proposed process, the City can significantly reduce administrative expenses. The estimated cost to process an application under the proposed revisions is \$45 per application reflecting a more efficient and cost-effective approach.

- C. **Timing** - Under the current process, the average time to process a liquor license

application in 2024 was 36.5 days. The average processing time is anticipated to decrease to approximately 16 calendar days under the proposed process, representing a significant improvement in operational efficiency and offering a more timely and responsive experience for applicants.

D. Policy/Legal -

- The proposed amendments to the liquor license application process comply with state regulations governing liquor licenses. The City has the right to modify the application process to improve efficiency and reduce administrative costs, as long as it does not conflict with state statutes. These updates align with the City's mission to provide low-cost services and enhance the overall efficiency of government operations.
- The OLCC has reviewed the language and agrees to the language in the proposed Ordinance.
- State Statute requires the City to hold a public hearing to adopt the ordinance.
- The fees were originally adopted by Ordinance. Now that it has been codified, it makes better sense for the fees to be adopted by Resolution rather than Ordinance.

V. Alternatives

- A. Adopt the attached Ordinance and Resolution.
- B. Propose amendments to the Ordinance and Resolution.
- C. Take no action and the current Code remains in place.

VI. Recommendation

Staff recommends that the City Council open the Public Hearing, receive testimony, close the public hearing and adopt the attached Ordinance and Resolution.

Attachments

1. ORD_PC_Amending Keizer Code Chapter 4 Article II - Liquor License Review_5 19 2025
2. EXH_CC_ARTICLE_II.____LIQUOR_LICENSE_REVIEW - Option 1_5-19-25
3. RES_CC_Fees for Liquor License Application Review_5 19 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

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A BILL
FOR

ORDINANCE NO.
2025-_____

AN ORDINANCE
RELATING TO LIQUOR LICENSE REVIEW; AMENDING
KEIZER CODE CHAPTER 4, ARTICLE II

The City of Keizer ordains as follows:

Section 1. Keizer Code Chapter 4, Article II is hereby amended as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. In preparing this ordinance for publication and distribution, the City Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but within such limitations, may:

- (a) Renumber sections and parts of sections of the ordinance;
- (b) Rearrange sections;
- (c) Change reference numbers to agree with renumbered chapters, sections or other parts;
- (d) Delete references to repealed sections;
- (e) Substitute the proper subsection, section or chapter, or other division numbers;
- (f) Change capitalization and spelling for the purpose of uniformity;
- (g) Add headings for purposes of grouping like sections together for ease of reference; and

1 (h) Correct manifest clerical, grammatical or typographic errors.

2 Section 3. Each section of this ordinance, and any part thereof, is severable,
3 and if any part of this ordinance is held invalid by a court of competent jurisdiction, the
4 remainder of this ordinance shall remain in full force and effect.

5 Section 4. This Ordinance shall take effect thirty (30) days after its passage.

6 PASSED this _____ day of _____, 2025.

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8 SIGNED this _____ day of _____, 2025.

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Mayor

City Recorder

ARTICLE II. LIQUOR LICENSE REVIEW

Sec. 4-19. Title and purpose.

- (a) This article shall be known and may be cited as the "Liquor License Review ~~Code~~Ordinance" and may also be referred to herein as "this article."
- (b) The purposes of this article are to establish criteria which shall be considered by ~~the city council~~, the city manager, and the chief of police or designee in making recommendations to the Oregon Liquor ~~Control & Cannabis~~ Commission (OLCC) concerning ~~granting, denying, modifying, or renewing all~~ liquor licenses applications for premises within the city limits and to establish a process to be utilized for the investigation of such license applicants for the purpose of making such recommendations that is fair, effective, and efficient. This article is necessary to ensure that all premises licensed to sell and dispense liquor in any form meet the high expectations of this community and that all such businesses are conducted in a lawful manner that does not unreasonably disturb the peace and tranquility of this city and its neighbors.

(Ord. No. 2010-623, § 1, 12-6-2010)

Sec. 4-20. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Application means the written request submitted on the OLCC Local Government Recommendation Form to the city manager ~~_to grant, modify, or renew a liquor license.~~

City manager means the person holding the position of city manager or any officer or employee of the city delegated or assigned any or all of the tasks of the city manager set forth in this article.

~~Commission-OLCC~~ means the ~~state liquor control commission~~Oregon Liquor & Cannabis Commission.

Special Events license means a temporary use or special event -license issued by the ~~commission-OLCC~~ pursuant to ORS ch. 471 for- a special event when alcohol will be sold; Alcohol is available (but not being sold) and donations are being accepted or charged for admission, or where payment is required to attend the event~~the purposes of serving beer, other malt beverage, wine or similarly regulated fermented beverage in exchange for some financial consideration and as part of a picnic, convention, fair, civil or community enterprise; or similar special event, such as a spectator sports event, musical concert or festival; and for which approval by the city must be obtained.~~

(Ord. No. 2010-623, § 2, 12-6-2010)

Sec. 4-21. Liquor License application.

Any person or business requesting a city recommendation to ~~the commission-OLCC~~ on a liquor license application shall ~~make application upon~~submit the forms furnished by ~~the commission-OLCC~~. The city shall accept applications for OLCC liquor licenses only when the following conditions are met:

- (1) All required OLCC license application ~~and identification~~ forms are properly completed and in order; and

(2) The OLCC Application Background Check Form is properly completed and in order; and

(3) The application shall be accompanied by the appropriate nonrefundable fee specified by City Council Resolution as follows:

a. ~~In the case of an original application:\$100.00~~

b. ~~For a change in ownership, change in location, or change in privilege application:\$75.00~~

c. ~~Except as provided in subsection (2)d of this section, for~~For renewal and temporary license applications:\$35.00

d. ~~For special events license applications:\$35.00~~

~~If the applicant for a special license can demonstrate that it is organized and operating as a nonprofit organization, no application fee to the city shall be required.~~

(Ord. No. 2010-623, § 3, 12-6-2010)

Sec. 4-22. ~~Temporary license applications and~~ Special Events ~~special~~ license applications.

~~Temporary license applications and~~ Special Events license applications can be processed administratively after the fee and application forms described in section 4-21 are received. After due consideration of all pertinent information, the chief of ~~police~~police or designee shall make a recommendation to ~~the commission~~OLCC. The recommendation shall be based on substantial evidence relative to the criteria in this article, state statutes and the public health, safety and welfare. The chief of police or designee may attach reasonable conditions upon the recommendation, which conditions shall be consistent with the purposes of this article. Upon completion of the review of the application, the chief of police or designee shall make a recommendation to the OLCC. Where the chief of police recommends approval of an application, the chief of police shall cause the applicant to be notified of the recommendation. Where the chief of police's recommendation is for denial or otherwise adverse to the applicant, it may be appealed to the city council in accordance with the procedures provided in this article. Recommendations for denial must include the grounds found in the license refusal bases of Oregon Revised Statutes (ORS) 471.166(5) and OAR 845-005-0308.313 (4), 471.313 (5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or by the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

(Ord. No. 2010-623, § 4, 12-6-2010)

Sec. 4-23. City manager's duties.

The Council hereby delegates to the City Manager the authority granted to the Council pursuant to ORS 471.166 to investigate and review applications for the issuance of liquor license applications and renewals of liquor licenses and to make recommendations to the OLCC. The city manager shall maintain a record of all applications. The city manager shall coordinate and conduct an investigation of each application (except ~~temporary license applications and~~ special events license applications) for the purpose of determining what recommendation shall be made by the city manager to ~~the city council~~OLCC. The investigation may include those subjects contained in the ~~code ordinances~~ of the city, as well as the statutes of the state. The city manager may require the applicant to supply any relevant additional information to determine the qualifications of the applicant. The city manager will provide a copy of the applicant's OLCC Application Background Check Form ~~all applications~~ to the police department, which will investigate and report on each application. The police department ~~reports shall be made a part of the city manager's recommendation~~ will notify the city manager if disqualifying information was or was not found. Upon completion of the review for all applications except ~~temporary licenses and~~ special events licenses, the city manager shall make a recommendation to ~~the city council~~OLCC. The city manager shall respond within 45

days of the application. Recommendations for denial must include the grounds found in the license refusal bases of Oregon Revised Statutes (ORS) 471.166(5) and OAR 845-005-0308.313 (4), 471.313 (5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or by the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

Renewals

~~The~~OLCC sends the City notice 135 days before the expiration of annual licenses. ORS 471.166 dictates that local governments have 60 days to respond to ~~the~~OLCC. For renewals, the chief of police or designee shall conduct a cursory review of police calls for service at the establishments that sell and/ or serve alcohol in the City using the guidelines set forth herein. The chief of police or designee shall notify the city manager if disqualifying information was or was not found. Upon completion of the review for renewals, the city manager shall notify ~~the~~OLCC of any negative recommendations.

(Ord. No. 2010-623, § 5, 12-6-2010)

Sec. 4-24. Online posting requirements.

~~The city shall cause any application to be posted on the City of Keizer website for at least 14 days prior to any recommendation being submitted to OLCC. This is to give the public an opportunity to respond with comment on every application in accordance with ORS 471.166.~~

Sec. 4-24. City council recommendation procedures.

- ~~(a) For renewals of existing licenses, notice shall be published in a newspaper of general circulation of the list of renewals not less than 14 days before the council hearing. The notice shall also be placed on the city's website 14 days prior to council's consideration. The notice shall provide that written objections shall be filed no less than seven days prior to the council hearing. Objections regarding renewals shall be forwarded to the appropriate licensee no less than five days prior to council consideration to allow the licensee to consider such objections and attend the council hearing.~~
- ~~(b) For new licenses for liquor serving establishments, the city manager by regular mail shall notify property owners within 200 feet of the outlet, and the neighborhood association with jurisdiction for the outlet location, of the application and allowing those property owners and neighborhood associations not less than 14 days from the date of mailing of such notification to file a written response with the city manager stating their position concerning such application.~~
- ~~(c) The city manager shall place the license hearing on the city council calendar not sooner than 14 days after the date of mailing notice of such hearing on the application to the applicant and the affected neighborhood associations for new applications and not sooner than 14 days after the date of published notice for renewal applications.~~
- ~~(d) Prior to a city council hearing on the application, the new outlet applicant will be notified of the time, date and place of the hearing, of the city manager's recommendation to the city council, of the right to be heard at the city council hearing and of the contents of this article regarding procedures and recommendations. Where a recommendation from the city manager is not favorable, it shall be the city manager's responsibility to provide the applicant with any reports relied upon in making the recommendation.~~

(Ord. No. 2010-623, § 6, 12-6-2010)

~~Sec. 4-25. Hearing requirements.~~

- ~~(a) For all applications for which city council approval is required under this article, a public hearing shall be held.~~
- ~~(b) Notice of a public hearing before the city council shall be given in the following manner:
 - ~~(1) The notice shall contain the business name of the applicant, the location of the business, the nature of the license applied for, and the time and location at which the hearing will take place.~~
 - ~~(2) Notice shall be mailed to the applicant or applicant's agent at the address shown on the application not less than 14 days before the date set for the hearing.~~
 - ~~(3) Notice shall be published in a newspaper of general circulation in the city not less than 14 days before the date set for the hearing.~~~~
- ~~(c) The public hearing shall be conducted as follows:
 - ~~(1) The city manager shall present the city manager's report. Any other written or oral evidence which is supportive of the city manager's recommendation may also be presented at this time.~~
 - ~~(2) The applicant may present evidence and/or witnesses in support of the application.~~
 - ~~(3) Interested members of the public shall be given an opportunity to present evidence or testimony bearing upon the application, whether such evidence is supportive or adverse to the application.~~
 - ~~(4) The applicant shall be afforded an opportunity to rebut evidence presented in opposition to the application.~~
 - ~~(5) Any relevant evidence shall be admitted if it is the type of evidence on which reasonable persons are accustomed to rely upon in the conduct of their serious affairs, regardless of the existence of any law or rule which might make improper the admission of such evidence over objections in civil actions in courts of competent jurisdiction in the state. Evidence of past transactions and occurrences shall not be excluded solely on the basis of having occurred in the past and may be relied upon by the city council in making its recommendation; however, irrelevant and unduly repetitious evidence shall be excluded.~~~~

~~(Ord. No. 2010-623, § 7, 12-6-2010)~~

~~Sec. 4-26. Standards and criteria.~~

- ~~(a) The city council shall make its recommendation for approval, denial, or modification of the liquor license application within 45 days after notice is given to the city by the commission based upon the city council's evaluation of the relevant standards and criteria, as set forth herein. An unfavorable or conditionally favorable recommendation must be supported by reliable factual information, which includes, but is not limited to, personal observations of activities in or around the proposed licensed locations, as opposed to opinion, hearsay, feelings, beliefs or speculation.~~
- ~~(b) The applicant shall be held strictly accountable for the conditions of the premises. The city council may recommend against the applicant if any of the following conditions exist:
 - ~~(1) The applicant is in the habit of using alcoholic beverages, habit-forming drugs or controlled substances to excess.~~
 - ~~(2) The applicant has made false statements to the commission.~~~~

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- ~~(3) The applicant is incompetent or physically unable to carry on the management of the establishment proposed to be licensed.~~
 - ~~(4) The applicant has been convicted of violating any of the alcoholic liquor laws of the state, general or local, or has been convicted at any time of a felony.~~
 - ~~(5) The applicant has maintained an unsanitary establishment.~~
 - ~~(6) The applicant is not of good repute and moral character.~~
 - ~~(7) The applicant did not have a good record of compliance with the alcoholic liquor laws of the state and the rules of the commission when previously licensed.~~
 - ~~(8) The applicant is not the legitimate owner of the business proposed to be licensed, or other persons have ownership interests in the business which have not been disclosed.~~
 - ~~(9) The applicant is not possessed of or has not demonstrated financial responsibility sufficient to adequately meet the requirements of the business proposed to be licensed.~~
 - ~~(10) The applicant is unable to read or write the English language or to understand the laws of the state relating to alcoholic liquor or the rules of the commission.~~
 - ~~(11) The applicant seeks licensing of premises not consistent with city land use designations.~~
 - ~~(12) There is a history of serious and persistent problems involving disturbances, lewd or unlawful activities or noise either in the premises proposed to be licensed or involving patrons of the establishment in the immediate vicinity of the premises if the activities in the immediate vicinity of the premises are related to the sale or service of alcohol under the exercise of the license privilege. Behavior which is grounds for refusal of a license under this section, where so related to the sale or service of alcohol, includes, but is not limited to, obtrusive or excessive noise, music or sound vibrations; public drunkenness; fights; altercations; harassment; unlawful drug sales; alcohol or related litter; trespassing on private property; and public urination. Histories from premises currently or previously operated by the applicant may be considered when reasonable inference may be made that similar activities will occur as to the premises proposed to be licensed. The applicant may overcome the history by showing that the problems are not serious or persistent or that the applicant demonstrates a willingness and ability to control adequately the premises proposed to be licensed and patrons' behavior in the immediate vicinity of the premises which is related to the licensee's sale or service of alcohol under the licensee's exercise of the license privilege.~~
 - ~~(13) Other specific reason consistent with the purposes of these provisions that warrant an adverse recommendation based upon public health, safety, welfare, convenience, or necessity.~~

~~(Ord. No. 2010-623, § 8, 12-6-2010)~~

~~Sec. 4-27. Reconsideration of applications.~~

- ~~(a) Except as set forth in subsection (b) of this section, after having made a recommendation other than favorable on any license application, the city council shall not consider any new application for the same location by the same or substantially the same applicant for a period of at least six months, except as otherwise provided herein.~~
- ~~(b) If the city manager reasonably believes that the conditions which caused the city council to make a recommendation, other than a favorable recommendation, have substantially changed and no court or administrative appeal of such license is pending, then the city manager may reconsider and/or resubmit such application to the city council.~~

~~(Ord. No. 2010-623, § 9, 12-6-2010)~~

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

ESTABLISHING FEES RELATING TO LIQUOR LICENSE APPLICATIONS

WHEREAS, the Keizer City Council revised the Liquor License Review Code that establishes procedures for review of liquor license applications;

WHEREAS, such Code provides that liquor license applications be accompanied by the appropriate nonrefundable fee to process the application by the City;

WHEREAS, such Code allows Council to set the application review fee by Resolution;

WHEREAS, the City Council of the City of Keizer wishes to establish a liquor license review fee as allowed under the Code;

WHEREAS, the City Council requested public input regarding the proposed fee on May 19, 2025;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that a nonrefundable fee shall accompany an application as follows:

- a. In the case of an original application: \$100.00;
- b. For a change of ownership, change in location, or change in privilege application: \$75.00;

1 c. For renewal and temporary license applications: \$35.00;

2 d. For Special Events license applications: \$35.00.

3 If the applicant for a special license can demonstrate that it is organized and
4 operating as a nonprofit organization, no application fee shall be required.

5 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
6 upon the date of its passage.

7 PASSED this _____ day of _____, 2025.

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9 SIGNED this _____ day of _____, 2025.

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Mayor

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City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Utah Property Plan

Proposed Motion

I move to direct the city manager to get the hazards testing conducted on the single family dwelling at 4860 Bailey Rd NE and collect prices for abatement, demolition, and property restoration and return to council with costs.

I. Summary

The City purchased the property on the southwest corner of the City Hall campus. Staff is seeking approval from council on a plan for the house and an overall direction of the property.

II. Background

- A. The City recently closed on the purchase of the property at 4860 Bailey Rd. NE, Keizer, OR 97303.
- B. It is intended that the shop building be used for evidence storage after bringing the space up to standards for such a facility. That means adding heating and cooling, securing doors, and installing cameras. The City recently had all the debris emptied from all of the buildings on the premise.
- C. The house on the frontage of Bailey Rd is a two-bedroom, 2-car garage, single-family home. The house is in need of a new roof, new flooring, paint, and appliances if the city was going to rent it out. There is asbestos in the house and most likely lead paint that would have to be capped or undisturbed.
- D. Staff would also like to have a discussion with Council about the overall long-term use of the property.

III. Current Situation

- A. Staff has estimated the cost to renovate the house at \$40,000 to get it ready for rent. We estimate the rent it could draw based on two comparable properties to be approximately \$1,550 per month, or \$18,600. That makes the rate of return at just

under 3 years. Pictures of the interior are attached.

- B. The other option for the house on Bailey Street is to demolish the house and resurface the yard. Abatement of environmental contaminants such as lead and asbestos is estimated to cost \$25,000. Demolition of the building will most likely run \$10,000-\$15,000.
- C. In addition to using the shop as the evidence storage building, there have been many ideas for the use of the property thrown out. Some of the ideas include:
 - 1. An additional ingress and egress to Bailey Rd from City Hall and the event center.
 - 2. Additional parking for the event center.
 - 3. Consolidation of all employees to the same campus (i.e. moving public works employees over to the main campus).
- D. Staff recommend that we work with a space planner to gather input on needs and provide recommendations on how best to use the property.

IV. **Analysis**

- A. **Strategic Impact** - No strategic plan impact.
- B. **Financial** - We estimate the cost to abate and demo to be between \$40,000 and \$45,000.
- C. **Timing** - We would like to demo the building and clear the front side of the property so that the building does not serve as a nuisance or danger to any person. This will also make the property easier to maintain. After we test the materials in the house and know what has to be abated, we will come back to the council with a recommendation about how to pay for the costs.
- D. **Policy/Legal** - The council's consent is needed to move forward with abating the property and demolishing it.

V. **Alternatives**

- A. Abate and Demolish the house. Our estimate is around \$40,000.
- B. Renovate and rent the house for income. The return on the investment is around 3 years depending on the ultimate cost of the renovations needed.

VI. **Recommendation**

Staff recommends the council direct the city manager to get the hazards testing conducted on the single family dwelling at 4860 Bailey Rd NE and collect prices for abatement, demolition, and property restoration and return to council with costs.

Attachments

1. ATT_CC_Utah Property_5 14 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

SUBJECT PHOTOGRAPHS (Cont.)



View of dwelling, attached garage, and south driveway. (A15-120)



Rear view of subject's dwelling. (A15-131)

SUBJECT PHOTOGRAPHS (Cont.)



Attached garage. (A15-121)



Domestic well/pump in garage reportedly not operation. (A15-123)

SUBJECT PHOTOGRAPHS (Cont.)



Dwelling's kitchen. (A15-124)



Dwelling's living room. (A15-125)