



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Governmental Operations Committee
Agenda

Wednesday, March 11, 2026

5:30 PM

324 S.Saginaw St., Bryant "BB"
Nolden Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2026-0302](#) Approval of Meeting Minutes - February 11, 2026

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2025-2778](#) Approval of a grant award from Region 3 Homeland Security Planning Board, in the amount of \$30,000.00, to provide for the renewal of services for ten (10) existing Flock Cameras; the budget for this agreement is attached

2. [RES-2025-2833](#) Approval of a purchase order to FLOCK, in an amount not to exceed \$60,000.00, to renew the services for hardware and software products for twenty (20) FLOCK Safety Falcon Cameras; the term of this coverage is from October 1, 2025 through September 30, 2026; the cost of this purchase is fully grant-funded and will be paid from account 2856-310.00-801.000

VII. NEW BUSINESS

1. [RES-2026-0172](#) Approval of a request by Genesee County's Sheriff's Office to accept a grant agreement with Genesee County and Health Management Associates (HMA) for the term of March 1, 2026, through October 25, 2026

2. [RES-2026-0202](#) Approval of annual purchase orders, not to exceed \$44,040.00, to Motorola Solutions for service coverage 3/5/2026-3/4/2029 to be paid from budgeted line expense account 1010-351.00-933.001
3. [RES-2026-0243](#) Approval of a purchase order to ACME Sports for the fiscal year ending 2026, in an amount not to exceed \$22,254.00, to further support the GHOST/Interdiction efforts to combat human and drug trafficking in Genesee County; the cost of this purchase order is grant funded
4. [RES-2026-0244](#) Approval of a request to rename Genesee County Animal Control to Genesee County Animal Care
5. [RES-2026-0250](#) Approval of an agreement between Genesee County and the U.S. Department of War to provide for the Skillbridge Program

VIII. OTHER BUSINESS

[26-167](#) Community Concerns-Discussion

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0302

Agenda Date: 3/11/2026

Agenda #:

Approval of Meeting Minutes - February 11, 2026



**Genesee County
Governmental Operations Committee
Meeting Minutes**

Wednesday, February 11, 2026

5:30 PM

**324 S.Saginaw St., Bryant "BB"
Nolden Auditorium**

I. CALL TO ORDER

Commissioner Loyd called the meeting to order at 5:39 PM.

II. ROLL CALL

Present: Delrico J. Loyd, Shaun Shumaker, Charles Winfrey, Beverly Brown, James Avery, Martin L. Cousineau, Dale K. Weighill and Brian K. Flewelling

Absent: Gary L. Goetzinger

III. APPROVAL OF MINUTES

[RES-2026-0183](#) Approval of Meeting Minutes - January 21, 2026

RESULT: APPROVED

MOVER: Dale K. Weighill

SECONDER: Charles Winfrey

Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling

Absent: Commissioner Goetzinger

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2026-0027](#) Approval of a proposed change to the appointment process for Genesee County's Metropolitan Planning Commission
RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: Shaun Shumaker
Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling
Absent: Commissioner Goetzinger
 2. [ORD 26-001](#) Approval of a proposed change to the Genesee County Planning Ordinance
RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: James Avery
Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling
Absent: Commissioner Goetzinger
 3. [RES-2026-0086](#) Performance Expectations and Professional Improvement Plan for Corporation Counsel
RESULT: WITHDRAWN
MOVER: Dale K. Weighill
SECONDER: Charles Winfrey
Aye: Chairperson Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling
Nay: Vice Chair Shumaker
Absent: Commissioner Goetzinger
 4. [RES-2026-0088](#) Performance Expectations and Professional Improvement Plan for Director of Administration
RESULT: WITHDRAWN
MOVER: Dale K. Weighill
SECONDER: Charles Winfrey
Aye: Chairperson Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling
-

Nay: Vice Chair Shumaker

Absent: Commissioner Goetzinger

[RES-2026-0207](#) Motion to add RES-2026-0208 and RES-2026-0210 to the agenda

RESULT: APPROVED

MOVER: James Avery

SECONDER: Charles Winfrey

Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling

Absent: Commissioner Goetzinger

[RES-2026-0208](#) Performance Expectations and Professional Improvement Plan for Director of Administration

RESULT: REFERRED

MOVER: Dale K. Weighill

SECONDER: James Avery

Aye: Chairperson Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Avery and Commissioner Flewelling

Nay: Vice Chair Shumaker, Commissioner Cousineau and Commissioner Weighill

Absent: Commissioner Goetzinger

[RES-2026-0209](#) Motion to add Governmental Operations Chair to RES-2026-0208 and RES-2026-0210

RESULT: DENIED

MOVER: James Avery

SECONDER: Brian K. Flewelling

Aye: Chairperson Loyd, Vice Chair Shumaker and Commissioner Avery

Nay: Commissioner Winfrey, Commissioner Brown, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling

Absent: Commissioner Goetzinger

[RES-2026-0210](#) Performance Expectations and Professional Improvement Plan for Corporation Counsel

RESULT: REFERRED

MOVER: James Avery

SECONDER: Charles Winfrey

- Aye:** Chairperson Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Avery and Commissioner Flewelling
- Nay:** Vice Chair Shumaker, Commissioner Cousineau and Commissioner Weighill
- Absent:** Commissioner Goetzinger

VII. NEW BUSINESS

1. [RES-2025-2541](#) Approval of an agreement between Genesee County and Civera, in an amount not to exceed \$41,700.00, to provide for an online searchable historical election results database and statistics tool; the cost of this agreement will be paid from account 1010-215.00-933.001
- RESULT:** DENIED
- MOVER:** James Avery
- SECONDER:** Charles Winfrey
- Aye:** Commissioner Winfrey and Commissioner Weighill
- Nay:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Goetzinger, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling

Commissioner Cousineau left the meeting at 6:36 PM.

2. [RES-2025-2838](#) Approval of an agreement between Genesee County and the Genesee County Associations of Fire Chiefs, in an amount not to exceed \$66,774.92, to provide the Genesee County Hazmat Team; the term of this agreement is for January 1, 2026 through January 1, 2029; the cost of this agreement will be paid from account 2832-426.00-801.000
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery and Commissioner Weighill
- Nay:** Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Cousineau

-
3. [RES-2025-2858](#) Approval of a purchase order to Handtevy (Pediatric Emergency Standards, Inc.), in an amount not to exceed \$5,834.00, for the purchase of Medication Management software for use in the field across the Office of the Sheriff Genesee County Paramedics Division
- RESULT:** REFERRED
MOVER: Dale K. Weighill
SECONDER: Beverly Brown
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Weighill and Commissioner Flewelling
- Nay:** Commissioner Cousineau
- Absent:** Commissioner Goetzinger
4. [RES-2026-0026](#) Approval of a grant award from the State Court Administrative Office, in the amount of \$53,650.00, for 67th District Court to establish a Legal Resource Center; the budget for this grant is attached
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Weighill and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Cousineau
- Commissioner Cousineau returned to the meeting at 6:39 PM.
- Commissioner Flewelling left the meeting at 6:45 PM.
- Commissioner Flewelling returned to the meeting at 6:46 PM.
5. [RES-2026-0034](#) Approval of a grant award from the State Court Administrative Office, in the amount of \$70,000.00, for 67th District Court to establish an Operation Drive Program; the budget for this grant is attached
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling
- Absent:** Commissioner Goetzinger
-

6. [RES-2026-0131](#) Approval of resolution recognizing March 2026 as Women’s History Month in Genesee County
- RESULT:** REFERRED
- MOVER:** Beverly Brown
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Weighill
- Nay:** Commissioner Flewelling
- Absent:** Commissioner Goetzinger

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 6:58 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2778

Agenda Date: 3/11/2026

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Christopher R. Swanson, Sheriff

RE: Approval of a grant award from Region 3 Homeland Security Planning Board, in the amount of \$30,000.00, to provide for the renewal of services for ten (10) existing Flock Cameras; the budget for this agreement is attached

BOARD ACTION REQUESTED:

Authorization to accept (and expend) a grant from Region 3 Homeland Security Planning Board for the renewal of services (Coverage term 7/3/2026-7/2/2027) for 10 Flock Cameras. The cost of the annual renewal shall not exceed \$30,000.00 as per quote provided Q-174344 (request authorizing a PO to vendor, Flock*).

BACKGROUND:

This grant purchases the renewal of ten (10) Flock Falcon Cameras, which include cloud-based storage. The hardware and software provided by Flock Group Inc. allow for automatic license plate detection and the capture of audio, image, and recording data of suspected vehicles and provide notifications in real-time. Flock Group Inc. also works with other Law Enforcement agencies throughout Genesee County, including the Flint Police Department and Flint Township Police Department. All agencies on the same platform throughout the County will utilize Flock Group Inc. hardware and software to share resources.

DISCUSSION:

None

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

No General Fund impact, as the grant fully covers the cost of this renewal. To be paid from 2830-426.00-801.000 in the amount of \$30,000.00.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This grant conforms with the County Priorities by helping develop and maintain an emergency management program capable of protecting life, property, and vital infrastructure during disasters or emergencies.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting a grant from the Region 3 Homeland Security Planning Board, in the amount of \$30,000.00, and expending the grant money to renew service on 10 Flock cameras at a cost not to exceed \$30,000.00, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the January 21, 2026 meeting of the Governmental Operations Committee of this Board).

Michigan State Police
 Emergency Management and
 Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME		GRANT NAME		ASSISTANCE LISTINGS NUMBER
District Health Department #2		Fiscal Year 2024 Homeland Security Grant Program		97.067
SUBRECIPIENT IRS/VENDOR NUMBER		FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)		FEDERAL AWARD DATE
38-1911267		EMW-2024-SS-05068		9/20/2024
SUBRECIPIENT UEI		SUBAWARD PERFORMANCE PERIOD	FROM	TO
NBUPML1KFH21			09/20/2024	08/31/2025
		SUBAWARD Budget PERIOD	09/20/2024	08/31/2027
RESEARCH & DEVELOPMENT		Funding		Total
N/A		Federal Funds Obligated by this Action		\$695,230.00
INDIRECT COST RATE		Total Federal Funds Obligated to Subrecipient		\$695,230.00
None on file		Total Amount of Federal Award		\$695,230.00
FEDERAL AWARD PROJECT DESCRIPTION				
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP)				
DETAILS				
Funding requirements are found on page 2 (Section III) of the grant agreement.				
FEDERAL AWARDDING AGENCY			PASS-THROUGH ENTITY (RECIPIENT) NAME	
FEMA-GPD 400 C Street SW 3rd floor Washington, DC 20472-3645			Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan Fiscal Year 2024 Homeland Security Grant Program Grant Agreement

September 1, 2024 to August 31, 2027

<p>Assistance Listings Number: 97.067 Grant Number: EMW-2024-SS-05068</p>
--

This Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

DISTRICT HEALTH DEPARTMENT #2
(hereinafter called the Subrecipient)

I. Purpose

The FY 2024 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2024 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2024 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports the implementation of the National Preparedness System by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities that support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2024 HSGP Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency(FEMA) Preparedness Grants Manual, both located at <http://www.fema.gov/homeland-security-grant-program>, align with Michigan's FY 2024 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment and gaps identified in the Stakeholder Preparedness Review, and align to projects specifically approved by the Recipient.

II. Statutory Authority

Funding for the FY 2024 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security (DHS) Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act)*.

The Subrecipient agrees to comply with all FY 2024 HSGP program requirements in accordance with the FY 2024 HSGP NOFO and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>, the DHS Standard Administrative Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, the FY 2024 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2024 HSGP Michigan Supplemental Guidance provided electronically by the MSP/EMHSD.

The Subrecipient shall also comply with the most recent version of:

1. 2 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>, select Title 2.
2. The FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements.

III. Award Amount and Restrictions

- A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **\$695,230** under the FY 2024 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2024 HSGP covers eligible costs from September 1, 2024, to May 31, 2027.
- C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least **\$243,331** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at [National Planning Frameworks | FEMA.gov](#). The Subrecipient must meet its minimum LETPA funding requirement for the FY 2024 HSGP.
- E. The FY 2024 HSGP includes six national priority areas. A minimum of 30% of the total allocation, or at least **\$208,569** must be allocated between the six following national priority areas:
 - 1) Enhancing the protection of soft targets/crowded places;
 - 2) Enhancing information and intelligence sharing and analysis;
 - 3) Combating domestic violent extremism;
 - 4) Enhancing community preparedness and resilience;
 - 5) Election Security;
 - 6) Cybersecurity.

The enhancing election security priority area must be funded at a minimum of **\$20,857** or three percent of the award amount. The remaining 27% required can be spent in any of the six listed areas above. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2024 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual <http://www.fema.gov/homeland-security-grant-program>.

- F. A maximum of **\$347,615** of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. A maximum of five percent of awarded funds, or **\$34,761**, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2024 HSGP NOFO* and the *FEMA Preparedness Grants Manual* located at <http://www.fema.gov/homeland-security-grant-program>.
- H. The Subrecipient may only fund projects which directly support one of the FY 2024 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2024 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2024 SHSP investment justification.
- I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

- K. A portion of FY 2024 SHSP funds should be allocated toward the sustainment of the Regional Response Team Network and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- L. In the event that the DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

- B. Refer to the FY 2024 HSGP NOFO and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program> for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2024 HSGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification;
 2. Standard Assurances;
 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
 4. Audit Certification (EMD-053);
 5. Request for Taxpayer Identification Number and Certification (W-9);
 6. Other documents that may be required by federal or state officials.
- E. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2024 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 C.F.R., 200.318-326, and Appendix II; and are located at <http://www.ecfr.gov>.
 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
 3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet the DHS and Recipient grant guidelines, must directly support one of the FY 2024 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and aligned to appropriate state and regional homeland security priorities. Any project that proposes a change in the scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
 4. Create and maintain an inventory of all equipment purchases in accordance with 2 C.F.R., Part 200.313 located at <http://www.ecfr.gov>. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the **Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit, by email to mshp-emhsd-audit@michigan.gov or by mail to: PO Box 30634, Lansing, Michigan 48909.** The physical inventory must be submitted to the Audit Unit by July 31, of the same year the inventory is completed. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsd or by emailing EMD_HSGP@michigan.gov.
 5. If the Subrecipient purchases equipment for a local governmental unit with FY 2024 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At a minimum, the Subrecipient should prepare documents, which, when signed, will indicate

other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date may be reallocated.
7. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.
8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for at least three years after their disposition.
 - d. Non-federal organizations that expend \$750,000 or more in any federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1996, and 2 C.F.R., Part 200.
 - e. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.
9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. The NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.
10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (E.O.) 13347.
11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and

fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at <https://www.sam.gov>.

13. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005.
14. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
15. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.
16. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at [DHS Standard Terms and Conditions | Homeland Security](#), specifically in the DHS General Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type,

and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds that are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All of the following requirements must be met when requesting advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may retain interest up to \$500 per year (2 C.F.R., Part 200.305) for administrative expenses incurred for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must remit any interest earned over \$500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Financial Management and Audit Section, P.O. Box 30634, Lansing, Michigan, 48909.
- F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from the performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2024, to May 31, 2027. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of the grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their/its rights, interests, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor, or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the

following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and protection of Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

District Health Department No 2
Subrecipient Name

NBULPMLIKFH21
Subrecipient's UEI Number

Denise M. Bryan
Printed Name

Administrative Health Officer
Title

Denise M. Bryan MPA
Signature

11-7-2024
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney
Printed Name

Commander, Emergency Management
and Homeland Security Division
Title

[Signature]
Signature

09/27/2024
Date

For the Regional Board

The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the **District Health Department #2** to act as the Fiduciary Agent on behalf of the regional board for the FY 2024 HSGP.

Randy Miller
Printed Name

Regional Board Chair
Title

[Signature]
Signature

11-12-2024
Date

Alignment and Allowability Form			
Submit to: EMD_HSGP@michigan.gov		REVISION DATE: 10/2023	
		MSP/EMHSD Tracking Number: R3-2023-80-0013rr	
Alignment and Allowability Form			
1.A Subrecipient Name:		District Health Department No. 2	
1.B Region:	3-Three	1.C Regional Fiduciary:	Yes
1.D Date Sent:	July 24, 2024	1.E Category:	Sustaining or maintaining a current capability
1.F Subrecipient Point of Contact:	Melissa Upper	1.I Project Lead (If applicable):	
1.G Subrecipient Email Address:	melupper@gmail.com	1.J Project Lead Email Address:	
1.H Subrecipient Phone Number:	989-736-1224	1.K Project Lead Phone Number:	
Part II - ALIGNMENT REVIEW			
2.A Grant Year:	_2023	2.B Grant Program:	HSGP-State Homeland Security Program (LETPA)
2.C Investment Title:		2.D Investment Project Number:	8
2.E Investment Project Title:	Intelligence & Information Sharing (National Priority)		
2.F National Priority:	Information and Intelligence Sharing and Analysis	2.G Local Sub-Project Identifier, if needed (SUBRECIPIENT USE ONLY):	Genesee Co SO Flock Cameras IIS
2.H Investment and Investment Project Alignment:			
<p>This project aligns with the following Investment Statement: "This investment will allow Michigan to sustain the primary fusion center, the Michigan Intelligence Operations Center (MIOC), support the Detroit Southeast Michigan Intelligence Information Center (DSEMIIC), and continue to address functional area shortfalls related to the Intelligence and Information Sharing capability identified in the 2021 SPR." This project aligns with the Core Capability, Intelligence & Information Sharing, and in the supported activities of analysis of intelligence and information, continuous threat assessment, monitoring information, exploiting and processing information, and gathering intelligence. This project also aligns with Investment Project #8, Intelligence & Information Sharing (National Priority), in that it will enhance and expand the terrorism related information sharing activities of Region 3 law enforcement agencies through the installation and sustainment of Flock cameras systems for Region 3 law enforcement agencies.</p> <p>This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the gathering of information and sharing of timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders.</p> <p>The budget for this project will total \$70,874.00 and will include funding for up to 60 memberships for the MAGLOCLEN RISS Program, which offers secure information sharing and communications capabilities, critical analytical and investigative support services, and event deconfliction to enhance officer safety. The RISS Program supports efforts against organized and violent crime, gang activity, drug activity, terrorism and violent extremism, human trafficking, identity theft, cybercrime, and other regional priorities. This project will also fund a combination of up to twenty mobile data terminals (MDTs), body cameras, and in-car camera systems, which will allow regional law enforcement personnel to gather and utilize intelligence from their person and patrol vehicles allowing for personnel to receive and send vital information as soon as it is available. The stationery license plate readers will be located at high traffic locations and used to track the movement of suspicious actors and gather vital intelligence which will also be monitored by local law enforcement.</p>			
2.I Homeland Security Strategy (SHSS or RHSS) Goal (OPTIONAL):		Goal 6: Enhance intelligence & information sharing among private & public stakeholders	
2.J Homeland Security Strategy (SHSS or RHSS) Objective (OPTIONAL):		Obj. 6.3: Support intelligence & information sharing training & equipment for Region 3 LE agencies	
2.K Core Capability 1:	Prevention - Intelligence and Information Sharing		
2.L Core Capability 2:	Protection - Intelligence and Information Sharing		
FOR MSP/EMHSD USE ONLY:			
Investment Alignment Review:	<input checked="" type="checkbox"/> Justification Accepted	<input type="checkbox"/> Justification Denied	Reviewer/Date: <i>W. D. [Signature]</i> 8/14/24
EQ	*** Please See Part III - Section 3.A - 3.1 for the Allowability Review ***		

Alignment and Allowability Form			
Submit to: EMD_HSGP@michigan.gov	REVISION DATE: 10/2023	MSP/EMHSD Tracking Number:	R3-2023-80-0013rr

This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

Part III - ALLOWABILITY REVIEW

3.A Solution Area:	Equipment	3.B AEL Number:	See Section 3.C
3.C Detailed Description of Costs:			

<p>This project will fund the following:</p> <p>First year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable) @ \$3,100.00 ea. = \$31,000.00 (AEL: 03OE-01-ALPR)</p> <p>Qty six (6) Standard Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling@ \$650.00 ea. = \$3,900.00 (AEL: 21GN-00-INST, 21-GN-00-SHIP)</p> <p>Qty four (4) MASH Tested Pole Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling @ \$1,250.00 ea. = \$5,000.00 (AEL: 21GN-00-INST, 21GN-00-SHIP)</p> <p>Qty one (1) Advanced Search OS Upgrade to include convoy analysis, multi geo search, and visual search = \$2,700.00 (AEL: 03OE-01-ALPR)</p> <p>Second year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable) @ \$3,100.00 ea. = \$31,000.00 (AEL: 03OE-01-ALPR)</p> <p>Total esimated project cost = \$73,600.00</p> <p>Region 3 would like to request the following modification for Project R3-2023-80-0013r in Section 3.C to include the following: First year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable)) @ \$3,100.00 ea. = \$31,000.00 (AEL: 03OE-01-ALPR) Qty six (6) Standard Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling@ \$650.00 ea. = \$3,900.00 (AEL: 21GN-00-INST, 21-GN-00-SHIP) Qty four (4) MASH Tested Pole Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling @ \$1,250.00 ea. = \$5,000.00 (AEL: 21GN-00-INST, 21GN-00-SHIP)</p>			
3.D Quantity:	N/A	3.E Unit Cost:	Various
		3.F Total Cost:	\$73,600

Alignment and Allowability Form			
Submit to: EMD_HSGP@michigan.gov	REVISION DATE: 10/2023	MSP/EMHSD Tracking Number:	R3-2023-80-0013rr

3.G Detailed Narrative of Intended Use/Outcome:

This project supports preventing, protecting against and responding to acts of terrorism by providing resources to gather intelligence that can be used to anticipate and identify emerging and/or imminent threats. This project will fund part of the first and second years of user and software fees, plus installation costs, for ten FLOCK license plate recognition cameras for the Genesee County Sheriff's Office. The service will be prorated to align with the performance period of the FY 2022 and 2023 HSGPs. The camera system will be used to gather vital intelligence and track suspected terrorists. The camera system will be used to capture objective vehicle data, including license plate numbers and vehicle descriptions 24/7. The system software offers real-time hot list alerts, search-able evidence, and vehicle analytics, empowering law enforcement officers to improve response times during critical incidents and streamline investigations. The information gathered from this equipment can assist law enforcement in effectively and appropriately sharing relevant, timely and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners. This project can be claimed as LETPA as it addresses the core capability of "Intelligence and Information Sharing" within the National Prevention Framework. Specifically, this project directly addresses the critical task articulated in the framework of "gather/collect information via law enforcement operations, suspicious activity reporting, surveillance, community engagement, and other activities and sources as necessary."

Combating terrorism continues to be a priority for the Department of Homeland Security. Our national security relies on our ability to share the right information with the right people at the right time. As the world has become increasingly networked, addressing the challenges to national security, both foreign and domestic, requires sustained collaboration and responsible information sharing. The imperative to secure and protect the American public is a partnership shared at all levels, including Federal, state, local, tribal, and territorial. Partnerships and collaborations must occur within and among intelligence, defense, diplomatic, homeland security, law enforcement, and private sector communities.

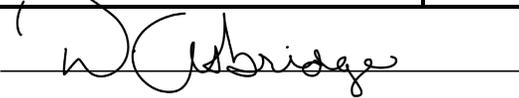
This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United State, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders. Effective homeland security operations rely on cooperation and information sharing among federal, state, local, and tribal partners across all areas of the homeland security enterprise, including counterterrorism. Having equipment and resources that facilitate effective and timely gathering, analysis, and dissemination of intelligence and information is key to building a secure and resilient nation and combating terrorism. Completion of this project will ensure that law enforcement agencies in Region 3 have the resources to be able to gather, process, monitor, and distribute intelligence information.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	No
---	----

3.I EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?	Yes
---	-----

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.gov		REVISION DATE: 10/2023		MSP/EMHSD Tracking Number: R3-2023-80-0013rr	
Part IV - TRAINING SECTION					
4.A Course Name:					
4.B Is Training a FEMA-approved Course?		<input type="checkbox"/>	4.C Level of Training:		4.D Date of Course:
4.E Sponsoring Jurisdiction:				4.F Training Discipline:	
4.G Company Name:		4.H Training Provider:			
4.I Point of Contact:		4.J Email:			
4.K Address:				4.L Phone:	
PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD					
This form shall be provided with reimbursement requests to establish linkages between cost documents provided and grant allowability guidance.					
FOR MSP/EMHSD USE ONLY:					
Additional Information Requested:		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date Additional Information Requested:	
Grant Allowability Review:		<input checked="" type="checkbox"/> Justification Accepted		<input type="checkbox"/> Conditional Justification Accepted	
				<input type="checkbox"/> Justification Denied	
MSP/EMHSD REVIEWER:				Date: 8/14/24	
<p>Justification or Conditional Justification Accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD. Those receiving FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. This statute applies to FEMA recipients, subrecipients, and their contractors and subcontractors. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. For additional guidance, please refer to FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).</p>					

Ensure to follow all federal, state, and local laws related to civil rights and civil liberties.

Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.gov		REVISION DATE: 11/2024		MSP/EMHSD Tracking Number: R3-2024-80-0019	
Alignment and Allowability Form					
1.A Subrecipient Name:			District Health Department No. 2		
1.B Region:	3-Three	1.C Regional Fiduciary:	Yes	1.D Date Sent:	March 20, 2025
1.E Category:		Sustaining or maintaining a current capability			
1.F Subrecipient Point of Contact:		Melissa Upper		1.I Project Lead (If applicable):	
1.G Subrecipient Email Address:		melupper@gmail.com		1.J Project Lead Email Address:	
1.H Subrecipient Phone Number:		989-736-1224		1.K Project Lead Phone Number:	
Part II - ALIGNMENT REVIEW					
2.A Grant Year:		2024		2.B Grant Program: HSGP-State Homeland Security Program (LETPA)	
2.C Investment Title:		FY24 SHSP - (3) Intelligence and Information Sharing			
2.D Investment Project Number:		8		2.E Investment Project Title: Intelligence & Information Sharing (National Priority)	
2.F National Priority:		Information and Intelligence Sharing and Analysis		2.G Local Sub-Project Identifier, if needed (SUBRECIPIENT USE ONLY): Genesee Co. Flock Cameras IIS	
2.H Investment and Investment Project Alignment:					
<p>This project aligns with the following Investment Statement: "This investment will allow Michigan to sustain the primary fusion center, the Michigan Intelligence Operations Center (MIOC), support the Detroit Southeast Michigan Intelligence Information Center (DSEMIIC), and continue to address functional area shortfalls related to the Intelligence and Information Sharing capability identified in the 2021 SPR." This project aligns with the Core Capability, Intelligence & Information Sharing, and in the supported activities of analysis of intelligence and information, continuous threat assessment, monitoring information, exploiting and processing information, and gathering intelligence. This project also aligns with Investment Project #8, Intelligence & Information Sharing (National Priority), in that it will enhance and expand the terrorism related information sharing activities of Region 3 law enforcement agencies through the installation and sustainment of Flock cameras systems for Region 3 law enforcement agencies.</p> <p>This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the gathering of information and sharing of timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders.</p> <p>This project will also fund a combination of up to twenty mobile data terminals (MDTs), body cameras, and in-car camera systems, which will allow regional law enforcement personnel to gather and utilize intelligence from their person and patrol vehicles allowing for personnel to receive and send vital information as soon as it is available. The stationery license plate readers will be located at high traffic locations and used to track the movement of suspicious actors and gather vital intelligence which will also be monitored by local law enforcement.</p>					
2.I Homeland Security Strategy (SHSS or RHSS) Goal (OPTIONAL):			Goal 6: Enhance intelligence & information sharing among private & public stakeholders		
2.J Homeland Security Strategy (SHSS or RHSS) Objective (OPTIONAL):			Obj. 6.3: Support intelligence & information sharing training & equipment for Region 3 LE agencies		
2.K Core Capability 1:		Prevention - Intelligence and Information Sharing			
2.L Core Capability 2:		Protection - Intelligence and Information Sharing			
FOR MSP/EMHSD USE ONLY:					
Investment Alignment Review:		<input checked="" type="checkbox"/> Justification Accepted	<input type="checkbox"/> Justification Denied	Reviewer/Date: D. Asbridge 9/29/25	
EQ *** Please See Part III - Section 3.A - 3.1 for the Allowability Review ***					

Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov REVISION DATE: 11/2024 MSP/EMHSD Tracking Number: R3-2024-80-0019

This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

Part III - ALLOWABILITY REVIEW

3.A Solution Area: **Equipment** 3.B AEL Number: **See Section 3.C**

3.C Detailed Description of Costs:

This project will fund the following:
Qty ten (10) User and software fees for law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (or comparable) @ \$3,100.00 ea. = \$31,000.00 (AEL: 03OE-01-ALPR)

Qty one (1) Advanced Search OS Upgrade to include convoy analysis, multi geo search, and visual search = \$2,700.00 (AEL: 03OE-01-ALPR)

Total esimated project cost = \$33,700.00

3.D Quantity: **N/A** 3.E Unit Cost: **Various** 3.F Total Cost: **\$33,700**

Alignment and Allowability Form	
Submit to: EMD_HSGP@michigan.gov	REVISION DATE: 11/2024
MSP/EMHSD Tracking Number:	R3-2024-80-0019

3.G Detailed Narrative of Intended Use/Outcome:

This project supports preventing, protecting against and responding to acts of terrorism by providing resources to gather intelligence that can be used to anticipate and identify emerging and/or imminent threats. This project will fund a second year of user and software fees for the ten FLOCK license plate recognition cameras installed under the FY 22 HSGP for the Genesee County Sheriff's Office. The camera system will be used to gather vital intelligence and track suspected terrorists. The camera system will be used to capture objective vehicle data, including license plate numbers and vehicle descriptions 24/7. The system software offers real-time hot list alerts, search-able evidence, and vehicle analytics, empowering law enforcement officers to improve response times during critical incidents and streamline investigations. The information gathered from this equipment can assist law enforcement in effectively and appropriately sharing relevant, timely and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners. This project can be claimed as LETPA as it addresses the core capability of "Intelligence and Information Sharing" within the National Prevention Framework. Specifically, this project directly addresses the critical task articulated in the framework of "gather/collect information via law enforcement operations, suspicious activity reporting, surveillance, community engagement, and other activities and sources as necessary."

Combating terrorism continues to be a priority for the Department of Homeland Security. Our national security relies on our ability to share the right information with the right people at the right time. As the world has become increasingly networked, addressing the challenges to national security, both foreign and domestic, requires sustained collaboration and responsible information sharing. The imperative to secure and protect the American public is a partnership shared at all levels, including Federal, state, local, tribal, and territorial. Partnerships and collaborations must occur within and among intelligence, defense, diplomatic, homeland security, law enforcement, and private sector communities.

This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United State, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders. Effective homeland security operations rely on cooperation and information sharing among federal, state, local, and tribal partners across all areas of the homeland security enterprise, including counterterrorism. Having equipment and resources that facilitate effective and timely gathering, analysis, and dissemination of intelligence and information is key to building a secure and resilient nation and combating terrorism. Completion of this project will ensure that law enforcement agencies in Region 3 have the resources to be able to gather, process, monitor, and distribute intelligence information.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	No
---	----

3.I EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?	No
---	----

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

Alignment and Allowability Form	
Submit to: EMD_HSGP@michigan.gov	REVISION DATE: 11/2024
MSP/EMHSD Tracking Number:	R3-2024-80-0019

Part IV - TRAINING SECTION

4.A Course Name:			
4.B Is Training a FEMA-approved Course?	<input type="checkbox"/>	4.C Level of Training:	
4.E Sponsoring Jurisdiction:			4.F Training Discipline:
4.G Company Name:			4.H Training Provider:
4.I Point of Contact:			4.J Email:
4.K Address:			4.L Phone:

PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD
This form shall be provided with reimbursement requests to establish linkages between cost documents provided and grant allowability guidance.

FOR MSP/EMHSD USE ONLY:

Additional Information Requested:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date Additional Information Requested:	
Grant Allowability Review:	<input checked="" type="checkbox"/> Justification Accepted		<input type="checkbox"/> Conditional Justification Accepted	
			<input type="checkbox"/> Justification Denied	
MSP/EMHSD REVIEWER:	<i>D. Asbridge</i>		Date:	9/29/25

Justification or Conditional Justification Accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD. **Those receiving FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. This statute applies to FEMA recipients, subrecipients, and their contractors and subcontractors. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. For additional guidance, please refer to FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).**



030E-01-ALPR - System, Automated License Plate Recognition

Description

Fixed, portable, or vehicle-mounted mobile system consisting of imaging technology and optical character recognition software capable of determining the information on license plates.

Grant Notes

All Operation Stonegarden (OPSG) recipients will need to submit a detailed justification to the respective Program Analyst and obtain approval prior to the purchase of this equipment. Requests will be reviewed on a case-by-case basis.

More Information

FEMA Related Grant Programs

- Operation Stonegarden (OPSG)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Area Security Initiative (UASI)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the [Interagency Board's Standardized Equipment List website](#).

Note: Some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders website](#). To search for an equipment item, use the same Authorized Equipment List item number.

Note: Some equipment items may not have market survey reports.

Last updated April 18, 2024

**Flock Safety + MI - Genesee County
SO**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Gwendalyn Saltal
gwen.saltal@flocksafety.com
7167964006

Created Date: 11/17/2025
Expiration Date: 12/14/2025
Quote Number: Q-174344
PO Number:

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 324 South Saginaw Street Flint, Michigan 48502

Ship To: 1002 Saginaw Street Flint, Michigan 48502

Billing Company Name: MI - Genesee County SO

Subscription Term: 12 Months

Billing Contact Name:

Renewal Term:

Billing Email Address:

Payment Terms: Net 30

Billing Phone:

Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$30,000.00
Annual Recurring Subtotal:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$30,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Special Terms:

The coverage term is 07/03/2026 -07/02/2027.

Product and Services Description

Flock Safety Platform Items	Product Description
-----------------------------	---------------------

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2833

Agenda Date: 3/11/2026

Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Christopher R. Swanson, Sheriff

RE: Approval of a purchase order to FLOCK, in an amount not to exceed \$60,000.00, to renew the services for hardware and software products for twenty (20) FLOCK Safety Falcon Cameras; the term of this coverage is from October 1, 2025 through September 30, 2026; the cost of this purchase is fully grant-funded and will be paid from account 2856-310.00-801.000

BOARD ACTION REQUESTED:

Requesting the approval to enter a "Confirming PO" to the vendor FLOCK to renew the services to 20x Safety Falcon Cameras assigned to the GAIN division; not to exceed the invoiced amount (INV-81352) of \$60,000.00.

BACKGROUND:

FLOCK Safety is an integrated public safety platform that detects, centralizes, and decodes actionable evidence to increase safety, improve efficiency, and connect the community. Flock Safety Falcon ® Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

DISCUSSION:

The grant agreement from Michigan State Police, presented in RESO # 2025-2302, covers the cost of this contract.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The annual renewal cost is \$60,000.00, covered by the accepted grant agreement with MSP RESO # 2025-2302. This is a budgeted expense to be reimbursed 37% by grant funds and 63% county match. No additional appropriation is needed. This will be billed to account #2856-310.00-801.000.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The approval of this contract conforms to the county's priorities by promoting safe communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize the renewal of software and hardware services for 20 FLOCK cameras for a one-year term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$60,000.00 to be paid through the Michigan State Police Grant accepted in RESO # 2025-2302 from account #2856-310.00-801.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the January 21, 2026 meeting of the Governmental Operations Committee of this Board).



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ____ (Go to Question 2)

No: ____ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: _____(Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-81352
 Invoice Date: 12/15/2025
 Due Date: 1/14/2026
 Payment Terms: Net 30
 PO#:
 W-9 Form [\[Download\]](#)
 Certificates of Insurance [\[Download\]](#)

Bill To: MI - Genesee County SO
 324 South Saginaw Street
 Flint, Michigan, 48502

Ship To: MI - Genesee County SO
 1002 Saginaw Street
 Flint, Michigan 48502

Billing Company Name: MI - Genesee County SO
 Billing Contact Name: Accounts Payable
 Billing Email Address: sheriff-ap@geneseecountymi.gov
 Renewal - - 2025: Year 1 of 24 Month Term
 Notes: TERM DATES: 10/1/2025-9/30/2026

Payment Terms: Net 30
 Contracted Billing Structure: Annual

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	20	\$1,500.00	\$0.00	\$30,000.00
Flock Safety LPR, fka Falcon	20	\$1,500.00	\$0.00	\$30,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
 Link to Location of Services:

Subtotal: \$60,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$60,000.00

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-81352
Invoice Date: 12/15/2025
Due Date: 1/14/2026
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-81352
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: MI - Genesee County SO

Invoice # INV-81352

Amount Due: **\$60,000.00**

Amount Enclosed: \$ _____



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2302

Agenda Date: 9/24/2025

Agenda #: 14.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval to accept a grant award from the Michigan State Police Auto Theft Prevention Authority (ATPA), in the amount of \$1,827,797.00 with a match of \$1,151,512.00, for the grant period of October 1, 2025 through September 30, 2026 for fiscal year 2025-2026

BOARD ACTION REQUESTED:

Approval of ATPA grant from the Michigan State police in the amount of \$1,827,797 with a match of \$1,151,512.00 for the grant period of October 1, 2025, through September 30, 2026. This grant and match amount allows the Sheriff's Office along with eight (8) other local police agencies to dedicate investigators to pursue thefts of automobiles.

BACKGROUND:

The Automobile Theft Prevention Authority (ATPA), a division of the Michigan State Police, provides grants to sheriffs to assist with the investigation and prosecution of cases involving automobile theft and related offenses. The Genesee County Sheriff's Office has relied on this grant for the partial funding of its Auto Theft and Fraud Prosecution Unit for the past 34 years. This grant provides 60% funding for the salaries and fringe benefits of those nine (9) investigators assigned to Genesee Auto Investigation Network (GAIN) lead by the Sheriff's Office include Burton PD, Davison Twp. PD, Flint PD, Flint Twp. PD, Flushing City PD, Grand Blanc City PD, Grand Blanc Twp. PD, and The Metro Police Authority. GAIN investigators investigate all auto theft related crime, such as auto thefts, title fraud, and carjackings. The total grant award for FY2025-2026 is \$1,827,797 with a local match of \$1,151,512 coming from all respective agencies. The Counties match cost of \$182,785.00 from account # 2856-310.00-699.003.

DISCUSSION:

In the past this grant has been awarded a 50/50% award and match amount and budgeted each year accordingly. For this fiscal year the award amount has been reduced to a 37% award requiring the remaining amount to be matched by the respective agencies. This adjustment results in an additional request of \$37,467 from the general fund.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

In the past this grant has been awarded a 50/50% award and match amount and budgeted each year

accordingly. For this fiscal year the award amount has been reduced to a 37% award requiring the remaining amount to be matched by the respective agencies. This adjustment results in an additional request of \$37,467 from the general fund with a total ask of \$182,785.00 for the award period of October 1, 2025, through September 30, 2026.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The ATPA grant money advances the priority of safe communities by adding resources to address auto thefts, title fraud and violent crimes such as carjackings. These grant funds also tie into the County's value of service by giving us more resources to provide prompt, efficient and competent service to victims of crime while at the same time helping secure the County's financial stability by providing funds that otherwise would have come from the County's general fund.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting a grant from the Auto Theft Prevention Authority, a division of the Michigan State Police, in the amount of \$676,285.00 with required matching funds of \$182,785.00 coming from the Sheriff's Office general fund budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute any necessary documents on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0172

Agenda Date: 3/11/2026

Agenda #: 1.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Christopher R. Swanson, Sheriff

RE: Approval of a request by Genesee County's Sheriff's Office to accept a grant agreement with Genesee County and Health Management Associates (HMA) for the term of March 1, 2026, through October 25, 2026

BOARD ACTION REQUESTED:

Request to accept a grant agreement with Genesee county and Health Management Associates (HMA) for the term of March 1, 2026, through October 25, 2026. This grant would provide up to \$25,000 to implement and expand the administration of medications for opioid use disorder (MOUD) in the Genesee County Jail.

BACKGROUND:

Genesee County seeks to reduce the negative impacts of overdose in the Genesee County Jail and throughout the community by expanding access to jail-based MOUD. To achieve this, Genesee County will begin continuations of all buprenorphine and naltrexone products for all verified detainees booking into the Genesee County Jail. Genesee County will leverage the established jail-based MOUD implementation team including the Office of Genesee County Sheriff, Greater Flint Health Coalition, New Paths, Inc., and VitalCore Healthcare Solutions to develop and implement the jail-based MOUD continuations program. The MOUD learning collaborative grant will support the implementation team through technical assistance and training to ensure the utilization of best practices to achieve optimal outcomes for the priority population.

DISCUSSION:

This grant works in conjunction with our RSAT grant approved and supported by county match dollars in resolution #2025-2444.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

Increases funds for allowable expenses to support the Genesee County Jail MOUD commitment. Budget amendment is attached.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to county priorities to promote public health, create safer and healthier residents and safer communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting a grant, and entering into an Implementing or Expanding the Administration of Medications for Opioid Use Disorder within Jails in Michigan Project Agreement between Genesee County and Health Management Associates, Inc., to fund the MOUD program in the Genesee County Jail in the amount of \$25,000.00 for the period commencing March 1, 2026, through October 25, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 11, 2026, meeting of the Governmental Operations Committee of the Board), both the Sheriff and the Chairperson of this Board are authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Direct Deposit Enrollment

Name: _____

Bank Name: _____

Account Number: _____

Bank Routing Number: _____

Checking or Savings: _____

Business or Personal Account: _____

Remittance Email: _____

Authorization Agreement: I hereby authorize Health Management Associates (HMA) to deposit invoice payments directly into the account(s) named above. This authority will remain in force until I have given written notice that I am terminating it, or until HMA has notified me that this deposit service has been discontinued. I understand that I must give advance notice to allow reasonable time for my instructions to be executed. If an incorrect deposit should be made into my account(s), I authorize my bank(s) and HMA to make the appropriate adjustment(s) after notifying me first.

Signature

Date

120 N. WASHINGTON SQUARE
SUITE 705
LANSING, MI 48933
TELEPHONE: 517.482.9236
FAX: 517.482.0920
WWW.HEALTHMANAGEMENT.COM

ATLANTA, GEORGIA
AUSTIN, TEXAS
BOSTON, MASSACHUSETTS
CHICAGO, ILLINOIS
COLUMBUS, OHIO
INDIANAPOLIS, INDIANA
LANSING, MICHIGAN
NEW YORK, NEW YORK
SACRAMENTO, CALIFORNIA
TALLAHASSEE, FLORIDA
WASHINGTON, DC

Exhibit B: Terms and Conditions & Allowable Expenditures
Updated January 9, 2024

The following information is intended to provide grant recipients with a general list of allowable activities and expenditures. Funding for these grants is provided in full or in part through the Michigan Department of Health and Human Services, Office of the Chief Medical Executive.

For questions regarding specific allowable and unallowable activities and expenditures, please email MI_JailMOUD_LC@healthmanagement.com.

1. Terms & Conditions of Grant Funding

A. No more than 5 percent of the total grant award may be used for administrative and infrastructure development.

1. As of October 2022, telehealth costs are not considered part of this 5%.

B. No more than 5 percent of the total grant award for the budget period may be used for data collection, performance measurement, and performance assessment.

C. Grant funds shall not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

1. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

2. Allowable & Unallowable Costs

A. Personnel

1. Allowable

- a. Salaries and fringe benefits for staff directly serving patients or managing grant funds or activities.
- b. Reference manuals and tools used for personnel and community education.
- c. Copying and printing costs for patient/provider materials, as allowable by copyright laws.
- d. Time/expenses related to data collection activities (up to 5% of total grant award)
- e. Costs for training staff, coaching/supervision costs and cost of conducting fidelity assessments for therapies being delivered

2. Unallowable

- a. Salaries and fringe benefits to personnel not performing Jail MOUD Expansion Project activities
- b. Salaries and fringe benefits for personnel performing both grant activities and non-grant activities without sufficient documentation (i.e. payroll records, paystubs, and job descriptions clearly identifying cost-sharing methodologies)

B. Treatment Services for Un/Under-Insured Patients

1. Allowable

- a. FDA approved medications for Opioid Use Disorder (OUD) during the period of incarceration and coverage of coverage of up to 30-day supply for patient at release:
 - i. Methadone
 - ii. Buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products.
 - iii. Naltrexone products, including extended-release and oral formulations.
- b. FDA-approved medications or devices for withdrawal management
- c. HIV, Hepatitis C testing
- d. Hepatitis A & B testing, vaccination
- e. Services for incarcerated patients with OUD or stimulant use disorder
- f. Any allowable services or activities provided via telehealth
- g. Urine drug screening/testing costs
- h. Fentanyl and Xylazine test strips
- i. Any other services or activities for SUD treatment not covered/not sufficiently covered by the individual's insurance
- j. Utilization of grant funds to purchase naloxone to meet demand and supplement existing supply.
 - i. Naloxone can be requested through the MDHHS Naloxone Portal free of charge. More information on requesting naloxone through the portal can be found [here](#).

2. Unallowable

- a. Non-FDA approved medications
- b. Non-FDA approved devices
- c. Services or medications for patients who are covered by other funding sources (e.g., Medicaid, Healthy Michigan, Plan, private insurance, MDHHS or federal funding sources.).
- d. Services or medications that are already covered to provide MOUD treatment through funding from MDHHS or federal sources. If a jail is already receiving funding from MDHHS or federal sources, funding from this initiative **must** be used to expand current services such as but not limited to, expanding treatment eligibility and or offering additional medication types.
- e. Direct payments to individuals to induce their entry into treatment or continuation in treatment. It is unallowable to provide an “undue inducement” that removes the voluntary nature of participation in treatment.

C. Telehealth Equipment & Services

1. Allowable

- a. Purchase or upgrades related to provider telehealth systems. Examples include:

- i. Hardware to be used by providers, such as: desktops, monitors, laptops, tablets, servers, iPad and other tablet stands, and webcams
 - ii. Software and broadband subscriptions
 - iii. Reference manuals and tools used for personnel and community education
 - iv. Improvements to electronic health records, adding electronic forms, and other data infrastructure specific to MAT services
- b. Purchases or upgrades related to virtual meeting platforms
 - c. Telehealth equipment or services for clients may be purchased for patient use if purchased and owned by county department (i.e., no equipment will be purchased that would belong to patients).
 - d. Purchase of computerized inventory systems, medication administration and dispensing systems and technology that clients can use for receiving mutual support or psychosocial treatment, as well as appointments with treatment team and in-reach appointments.

2. Unallowable

- a. Telehealth infrastructure:
 - i. Structural development to integrate broadband lines

D. Administrative & Infrastructure Development

1. Allowable

- a. Salaries of administrative or clerical staff under specific conditions where their services are integral to an activity and are not captured as indirect costs.
- b. Medical equipment necessary to project operation.
- c. Locked medication carts and/or safes to store MOUD
- d. Locked medication carts and/or safes or lockboxes for patients
- e. Installation or retrofitting of security cameras and alarms for medication storage security
- f. Minor Alterations and Renovations (A&R) may be authorized for up to 5% of the total grant award, if necessary and appropriate to the project.
 - i. A&R is defined as work that changes the interior arrangement or other physical characteristics of an existing facility or installed equipment so that it can be used more effectively for its currently designed purpose or adapted to an alternative use to meet a programmatic requirement. A&R may include work referred to as improvements, conversion, rehabilitation, or remodeling.
 - ii. Minor A&R examples include:
 - Dispensing window addition or improvement
 - Minor internal office infrastructure, such as adding walls or doors to house personnel
 - Alarms and cameras specific to MAT program

2. Unallowable

- a. Structural changes (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility.
- b. A&R exceeding 5% of the total grant award.

- c. New facility construction.
- d. Facility improvements unrelated to the expansion of OUD prevention, treatment, and recovery services
- e. Facility improvements to building foundation, roofing, heating and air conditioning, or other structural improvements
- f. Purchase of building
- g. Supplies, equipment, or furniture for use in non-contract operations of the entity
- h. Automated External Defibrillators (AED)

E. Outreach & Engagement

1. Allowable

- a. Patient outreach/engagement activities and resources
- b. Costs of meetings, conventions or other events related to Jail MOUD Expansion Project operations within Michigan, including conferences designed to improve MAT personnel clinical skills
- c. Outreach/presentations to community agencies, local organizations, law enforcement, etc.
- d. Costs related to operation of local opioid coalitions
- e. Advertising costs directly related to contracted services

2. Unallowable

- a. Costs of meetings, conventions or other events not related to Jail MOUD Expansion Project operations
- b. Costs of promotional items and memorabilia, including models, gifts, and souvenirs related to other activities of the entity
- c. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense
- d. Sporting events and entertainment
- e. Alcoholic beverages

F. Miscellaneous

1. Allowable

- a. Subcontracts with community providers to deliver MOUD services
- b. Travel reasonably incurred paid at the State rate ([State travel reimbursement rates](#)) [[include MI link here?](#)]
- c. Patient transportation, such as bus passes, taxis, and ride-sharing services
- d. Patient transportation to transport individuals from jails to Opioid Treatment Programs (OTP)
- e. Office supplies critical to project operation
- f. Furniture necessary to project operation, such as additional desks, office chairs, and other minor equipment.
- g. Detera pouches used to deactivate medications for disposal.
- h. Bandages, ice pack, and non-procedural first aid supplies that can be administered by patient
- i. Naloxone vending machine
- j. HEPA air filters

- k. Enhancements and purchase of software to improve health information exchange capabilities that relate to MDHHS data initiatives such as AMIB (automating the Medicaid Incar-benefit) and CareConnect360, if philanthropic funding is not available to cover the expenditures.

2. Unallowable

- a. Travel unrelated to Jail MOUD Expansion Project operations
- b. Travel costs in excess of the State rate
- c. Purchasing vehicles to dispense MOUD to patients
- d. Natural remedies (herbs, acupuncture, etc.)
- e. Medical procedures, such as suturing or removal of sutures, abscess management, etc.
- f. Sterile needles or syringes for the hypodermic injection of any illegal drug

Implementing or Expanding the Administration of Medications for Opioid Use Disorder within Jails in Michigan Project

Agreement

Agreement Number: 2024-04

Contract Title: Implementing or Expanding the Administration of Medications for Opioid Use Disorder within Jails in Michigan

THIS AGREEMENT (the “**Agreement**”), shall be effective this April 1, 2026, through October 25, 2026 (the “**Term**”).

BY AND BETWEEN Genesee County, Office of Genesee County Sheriff (the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the State of Michigan, Michigan Department of Health and Human Services (“**MDHHS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the initial settlement payments with pharmaceutical distributors, awarded by MDHHS (the “Michigan County Jail MOUD Grant”) pursuant to an agreement between MDHHS and the Sub-Recipient (the “MDHHS Agreement”);

WHEREAS, under the MDHHS Agreement, Sub-Recipient will distribute grants of varying amounts from the Michigan County Jail MOUD Grant to each participating Michigan county, for the purpose of implementing specific and approved strategies to expand access to medications for opioid use disorder (MOUD) in the county’s jail(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. GRANT AMOUNT AND INTENT:** Applicant Agency has opportunity to receive up to \$25,000.00 from the Sub-Recipient under the MDHHS Agreement to achieve the following objectives and grant activities:
 - Genesee County seeks to reduce the negative impacts of overdose in the Genesee County Jail and throughout the community by expanding access to jail-based MOUD. To achieve this, Genesee County will begin continuations of all buprenorphine and naltrexone products for all verified detainees booking into the Genesee County Jail. Genesee County will leverage the established jail-based MOUD implementation team including the Office of Genesee County Sheriff, Greater Flint Health Coalition, New Paths, Inc., and VitalCore Healthcare Solutions to develop and implement the jail-based MOUD continuations program. The MOUD learning collaborative grant will support the implementation team through technical assistance and training to ensure the utilization of best practices to achieve optimal outcomes for the priority population.
- 2. APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: Enrollment Form for Michigan Learning Collaborative to Support MOUD in County Jails*, *Exhibit B: Terms and Conditions & Allowable Expenditures*, and any applicable federal, state, and local laws, including, without limitation, applicable HIPAA and privacy laws and the obtaining of any consents or authorizations when required. Applicant Agency is expected to spend any funds received under this Agreement by October 25, 2026.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Genesee County
Doing Business As (if applicable)	Office of Genesee County Sheriff
Street Address	1002 S. Saginaw Street
City, State, Zip	Flint, MI 48502
Mailing Address, if different	1002 S. Saginaw St. Flint, MI 48502

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Jillian Macey, Captain jmacey@geneseecountymi.gov	Christopher R. Swanson, Sheriff cswanson@geneseecountymi.gov	Jillian Macey, Captain jmacey@geneseecountymi.gov
	Dale Weighill, Board Chairman dweighill@geneseecountymi.gov	

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will distribute the full grant amount as indicated in section 1 of this Agreement (\$25,000.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds from MDHHS. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise in violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS:** The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, MDHHS, or any of their respective authorized representatives.
6. **NOTICE:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 2501 Woodlake

Circle, Suite 100, Okemos, MI 48864; or (b) the Applicant Agency at 1106 Beach Street, Flint, MI 48502. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan.

12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes _____ No _____

Applicant Agency must submit a completed IRS Form W-9 and direct deposit form with the signed agreement. Funds will be paid via electronic fund transfer.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement 2024-04 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

GENESEE COUNTY, OFFICE OF GENESEE COUNTY SHERIFF

By: _____
(SIGNATURE)

Name: Christopher R. Swanson

Title: Sheriff

Date: _____

By: _____
(SIGNATURE)

Name: Dale Weighill

Title: Board Chairman, Genesee County

Date: _____

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

DESCRIPTION: HMA JAIL MOUD GRANT - STATE OPIOID FUNDS

GL #	DESCRIPTION	Increase/(Decrease
2848-350.00-558.000	STATE PARTICIPATION	25,000.00
2848-350.00-752.000	SUPPLIES OTHER	12,500.00
2848-350.00-910.005	TRAINING	12,500.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0202

Agenda Date: 3/11/2026

Agenda #: 2.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Christopher R. Swanson, Sheriff

RE: Approval of annual purchase orders, not to exceed \$44,040.00, to Motorola Solutions for service coverage 3/5/2026-3/4/2029 to be paid from budgeted line expense account 1010-351.00-933.001

BOARD ACTION REQUESTED:

Approval to pay current Year 3 of 5 (3/5/26-3/4/27) invoice #1411231981 as issued from vendor Motorola in the amount of \$44,040.00; and to subsequently approve the additional remaining years 4 and 5 when billed in the same contracted amount to cover the body worn camera and video manager el cloud (video as a service) for service dates covering March 5, 2027 through March 4, 2029.

BACKGROUND:

The Board previously approved these annual expenses for this Body Camera Motorola project via Reso 2023-759 (\$243,930.00) in which PO 23-05346 was originally issued to the vendor. However, they invoice on an annual basis, and we do not pay the full (5 years) upfront. In that PO the vendor only invoiced Year 1 of the services, along with the cost of the cameras, etc.

DISCUSSION:

Attachments in this Reso include the original \$243,930.00 approved Reso, along with Year 2 of 5 approved Reso; along with the countersigned contract (and original quote for total 5 years).

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

A total over the next 3 years NTE \$132,120.00 for this Motorola (Body Cams) contract to be paid from Corrections account 1010-351.00-933.001, split accordingly over the fiscal years.

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

This PO request aligns with the county priorities by helping to provide a safer community and

creating a healthier and safer community.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize an expenditure, in the form of purchase orders to Motorola, for the annual service renewal cost of the previously purchased body cameras, body-worn camera, and video manager el cloud (Years 3 through 5) management system, for the period commencing March 5, 2026, through March 4, 2029 inclusively, at a total three-year cost not to exceed \$132,120.00 billed annually at \$44,040.00 each year to be paid from account 1010-351.00-933.001, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 11, 2026 meeting of the Governmental Operations Committee of this Board).



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

FY 25/26 \$25,338.08
FY 26/27 \$18,701.92

1010-351.00-933.001

Invoice 1411231981

Issue Date Feb 03, 2026	P.O. No. 23-05346	P.O. Date
Subscription No. USS102458215	Delivery No.	Customer No. 1000825060

Billing Address

GENESEE COUNTY SHERIFF
ATTN: Accounts Payable
1101 BEACH ST RM 361
FLINT MI 48502
United States

Shipping Address

GENESEE COUNTY SHERIFF
1002 S SAGINAW ST
FLINT MI 48502
United States

Important Information

Project No: USMI24D001WG
Project Name: USMI24D001WG AAS Genesee Co SD

For all invoice payment inquiries contact

SLT5CTRC@motorolasolutions.com
Telephone: 800-247-2346

Year 3 of 5

Payment Details

Payment Method / Terms

Net Due in 30 Days

Payment Address

Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago, IL 60693
United States

Bank

Bank of America, Dallas

Bank Account No.

3756319806

ABA Routing No. for ACH

111000012

ABA Routing No. for Wire Transfer

026009593

SWIFT

BOFAUS3N

Invoice Total
USD 44,040.00

Payment Due Date Mar 05, 2026

Pay Online

motorolasolutions.com/billing

Invoice 1411231981

Please detach here and return the bottom portion with your payment

Page 1 of 3

Payment Coupon

Invoice 1411231981

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

Issue Date

Feb 03, 2026

Customer No.

1000825060

Billing Address

GENESEE COUNTY SHERIFF
ATTN: Accounts Payable
1101 BEACH ST RM 361
FLINT MI 48502
United States

Payment Address

Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago, IL 60693
United States

Invoice Total
USD 44,040.00

Tax Included 0.00
Payment Due Date **Mar 05, 2026**

Provide your remittance details to:
US.remittance@motorolasolutions.com

#	Description	Service Period	Unit Price	Qty	Amount
1	LEARNER LXP SUBSCRIPTION ITEM# SSV00S01450B	Mar 05, 2026 - Mar 04, 2027	0.00	70	0.00
2	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE ITEM# AAS-BWC-5YR-001	Mar 05, 2026 - Mar 04, 2027	588.00	70	41,160.00
3	V300V700 TRANSFER STATION - VIDEO-AS-A-SERVICE ITEM# AAS-BWC-XFS-DOC	Mar 05, 2026 - Mar 04, 2027	360.00	8	2,880.00
4	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS ITEM# WGC02001-VAAS	Mar 05, 2026 - Mar 04, 2027	0.00	70	0.00

USD Subtotal	44,040.00
USD Total Tax	0.00
USD Invoice Total	44,040.00
USD Amount Due	44,040.00

Appendix

#	Description	Service Period	Unit Price	Qty	Amount
Subscription No.: USS102458215 P.O. No: 23-05346					
1	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE ITEM# AAS-BWC-5YR-001	Mar 05, 2026 - Mar 04, 2027	588.00	70	41,160.00
2	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE ITEM# AAS-BWC-XFS-DOC	Mar 05, 2026 - Mar 04, 2027	360.00	8	2,880.00
3	LEARNER LXP SUBSCRIPTION ITEM# SSV00S01450B	Mar 05, 2026 - Mar 04, 2027	0.00	70	0.00
4	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS ITEM# WGC02001-VAAS	Mar 05, 2026 - Mar 04, 2027	0.00	70	0.00

(/s)

0

SK

Home (/s) > Support Services (.) > Subscriptions (/s/subscription-list) > USS102458215 (/s/subscription?recordId=300000526292727&recordName=USS102458215)



GENESEE COUNTY SHERIFF (/s/detail/0018000001HFOIWA5)

Subscription number USS102458215

[Download Subscription history](#)

Status

Active

Start date

03/05/24

Total contract value

\$220,200.00

Payment information

Purchase Order

Change to Credit card ⓘ

Billing address

1101 BEACH ST RM 361

FLINT MI 48502

US

Please note it can take up to 72 hours for contract numbers and recent changes to be shown on this page.

Please note that while the contract number is being generated, you are able to access the subscription, allocate licenses and register any devices on the provisioning portal.

Certain contract management activities will only be available once the Subscription Contract Number is created.

For further assistance with your subscription, please contact [support](#) (?)

[recordId=300000526292727&recordName=USS102458215&popup=createCase&caseType=SubscriptionManagement&hidePrevious=true&subscriptionNumber=USS102458215](https://customerhub.motorolasolutions.com/s/subscription?recordId=300000526292727&recordName=USS102458215&popup=createCase&caseType=SubscriptionManagement&hidePrevious=true&subscriptionNumber=USS102458215).

VIDEOASASERVICE

[Buy again](#)

Line status

Active

Item #	Sales order number	Start date	End date	Total quantity	Allocated quantity
AAS-BWC-5YR-001	3203208491	03/05/24	03/04/29	70	0

Billing frequency	Unit price	Next billing date
Annual	\$588.00	03/05/27

Item #	Sales order number	Start date	End date	Total quantity	Allocated quantity
AAS-BWC-XFS-DOC	3203208491	03/05/24	03/04/29	8	0

Billing frequency	Unit price	Next billing date
Annual	\$360.00	03/05/27

LEARNER LXP SUBSCRIPTION

Item #	Sales order number	Start date	End date	Total quantity	Allocated quantity
SSV00S01450B	3203208491	03/05/24	03/04/29	70	0

Billing frequency	Unit price	Next billing date
-------------------	------------	-------------------

Annual \$0.00 03/05/27

Item #	Sales order number	Start date	End date	Total quantity	Allocated quantity
WGC02001-VAAS	3203208491	03/05/24	03/04/29	70	0

Billing frequency	Unit price	Next billing date
Annual	\$0.00	03/05/27

Line status
Active

Item #	Sales order number	Start date	End date	Total quantity	Allocated quantity
AAS-BWC-5YR-001	3203208491	03/05/24	03/04/29	70	0

Billing frequency	Unit price	Next billing date
Annual	\$588.00	03/05/27

Item #	Sales order number	Start date	End date	Total quantity	Allocated quantity
AAS-BWC-XFS-DOC	3203208491	03/05/24	03/04/29	8	0

Billing frequency	Unit price	Next billing date
Annual	\$360.00	03/05/27

LEARNER LXP SUBSCRIPTION

Item #	Sales order number	Start date	End date	Total quantity	Allocated quantity
SSV00S01450B	3203208491	03/05/24	03/04/29	70	0

Billing frequency	Unit price	Next billing date
Annual	\$0.00	03/05/27

Item #	Sales order number	Start date	End date	Total quantity	Allocated quantity
WGC02001-VAAS	3203208491	03/05/24	03/04/29	70	0

Billing frequency	Unit price	Next billing date
Annual	\$0.00	03/05/27

Instructions

1. On the "Split" tab; Update Cell E4 to be the period ending in which costs need to be separated.
2. Enter the start and end dates of the item that needs to be separated in Cells C8 (start) and D8 (end).
3. Enter the amount to be split in cell H4.
4. The template will calculate a proper split for the time frame and amount in question into the appropriate periods.

Tips:

Information should only be entered into yellow cells.

Using this file and attaching it or a PDF of it to any split invoice for prepaid or year end answers.

If you have any questions or issues with this template please contact fiscal services.

arated.

nd E8 (end) respectively.

o Cells H8 and H10

wers a lot of questions in advance.

Fiscal Year End	9/30/2026	Total Amount	\$ 44,040.00
Old Fiscal	New Fiscal	Allocation	
3/5/2026 58%	3/4/2027 42%	Old Fiscal Year-Allocation	\$ 25,338.08
100%		New Fiscal Year Allocation	\$ 18,701.92

MOTOROLA

\$44,040.00

3/5/26-3/4/27

1010-351.00-933.001



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2023-759

Agenda Date: 11/15/2023

Agenda #: 10.

To: Martin L. Cousineau, Finance Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of a Purchase Order to Motorola Solutions for the fiscal year ending 2024, in an amount not to exceed \$243,930.00 for the purchase of the Body Worn Cameras.

BOARD ACTION REQUESTED:

Approval of a Purchase Order to Motorola Solutions for the fiscal year ending 2024, in an amount not to exceed \$243,930.00 for the purchase of the Body Worn Cameras.

BACKGROUND:

The Sheriff's Department is requesting to purchase body worn camera. The cameras that are being requested are the only ones that will sync with the current dash cameras installed in the Sheriff's Office cruisers, and are forensically saved in the current software. The V300 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 V300 is easy to operate, with four control buttons. Its built-in 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 over manually activating their camera.

DISCUSSION:

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no impact on the General fund \$221,330.00 is being paid from the State Shared Revenue line 1010-351.00-978.000 which is currently in this year's budget. The remaining funds are being paid from the Sheriff's forfeiture account 2651-311.00-978.000.

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

Information Technology has assisted in this process and has created the infrastructure for this project.

IMPACT ON INDIRECT COSTS:

None

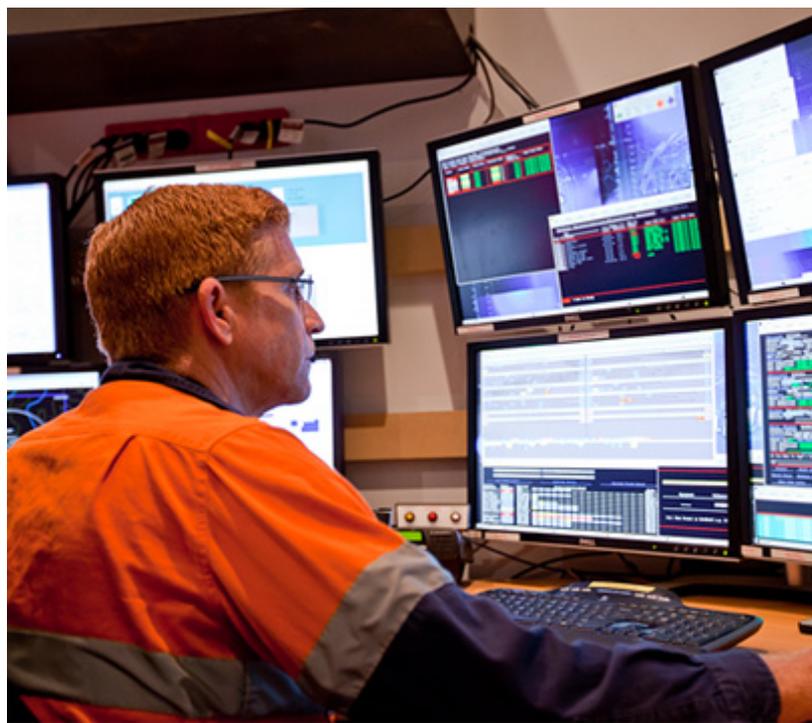
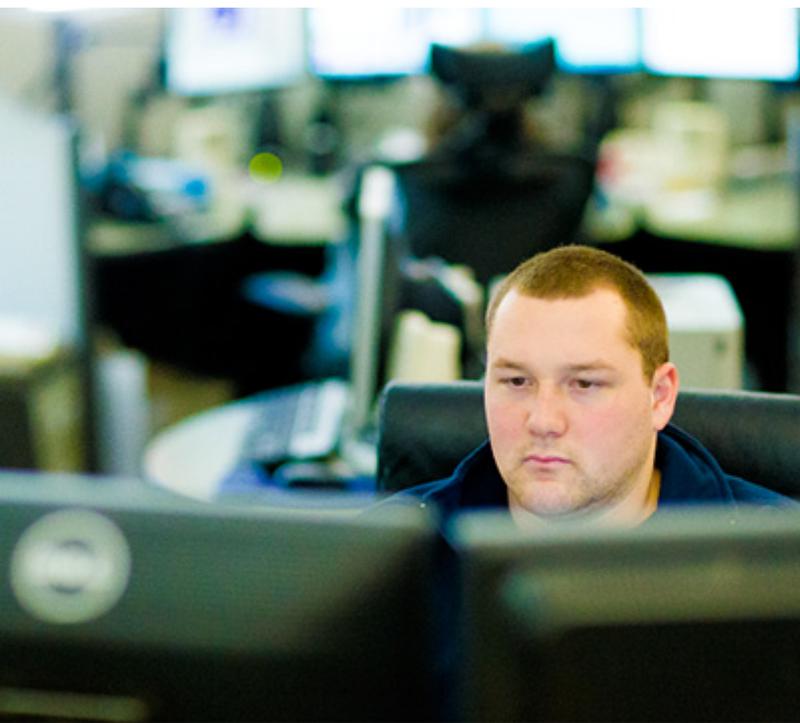
CONFORMITY TO COUNTY PRIORITIES:

This PO request aligns with the county priorities by helping to provide a safer community and creating a healthier and safer community.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, By this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize a purchase order to Motorola Solutions for the annual purchase of a Body Worn Cameras, in an amount not to exceed \$243,930.00; the cost for the Purchase Order will be paid from accounts; 1010-351.00-978.000 for \$221,330 and 2651-311.00-978.000 for \$22,600, is approved (a copy of the memorandum request being on file with the official records of the Finance Committee of this Board) and the Chief Financial Officer is authorized to record the attached budget amendment.



GENESEE COUNTY SHERIFF

70 v300 VAAS

12/18/2023

12/18/2023

GENESEE COUNTY SHERIFF
1101 BEACH ST RM 361
FLINT, MI 48502

RE: Motorola Quote for 70 v300 VAAS

Dear Nicholas Preece,

Motorola Solutions is pleased to present GENESEE COUNTY SHERIFF 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 GENESEE COUNTY SHERIFF with the best products and services available in the communications industry. Please direct any questions to Jason Bernard at jason.bernard@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,

Jason Bernard

Billing Address:
 GENESEE COUNTY SHERIFF
 1101 BEACH ST RM 361
 FLINT, MI 48502
 US

Quote Date:12/18/2023
 Expiration Date:12/30/2023
 Quote Created By:
 Jason Bernard
 jason.bernard@
 motorolasolutions.com

End Customer:
 GENESEE COUNTY SHERIFF
 Nicholas Preece
 npreece@geneseecountymi.gov
 810) 257-3407

Summary:

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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	70	5 YEAR	\$4,140.00	\$2,940.00	\$205,800.00	
2	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	8	5 YEAR	\$30.00	\$1,800.00	\$14,400.00	
3	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,C ONFIG	1		\$20,000.00	\$5,000.00	\$5,000.00	
4	SSV00S01450B	LEARNER LXP SUBSCRIPTION	70	5 YEAR	\$0.00	\$0.00	\$0.00	
5	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	70		Included	Included	Included	3 YEAR
6	WGW00300-003	V300 NO FAULT WARRANTY	70	5 YEAR	Included	Included	Included	
7	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER	9		Included	Included	Included	



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
		STATION (\$30 PER MON)						
8	WGP02614	V300, BATT, 3.8V, 4180MAH	70		\$125.00	\$100.00	\$7,000.00	
9	WGA00635-KIT	V300, WIFI DOCK, D330 VHCL CHGR/UPLD KIT	40		\$406.25	\$295.00	\$11,800.00	
10	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	70	5 YEAR	Included	Included	Included	

Grand Total
\$244,000.00(USD)


Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$23,800.00	
Upfront Subscription Fee				
	Video as a Service	Annually	\$44,040.00	
Sub Total:			\$67,840.00	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	\$44,040.00	\$44,040.00
Year 3 Subscription Fee				
	Video as a Service	Annually	\$44,040.00	\$44,040.00
Year 4 Subscription Fee				
	Video as a Service	Annually	\$44,040.00	\$44,040.00
Year 5 Subscription Fee				
	Video as a Service	Annually	\$44,040.00	\$44,040.00
Sub Total:			\$176,160.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$244,000.00	

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

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- 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.



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.



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.



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.



V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 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 V300 is easy to operate, with four control buttons. Its built-in 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 over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the 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 V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



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 (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.



Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b)

break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's

premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform,

operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder,

and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as

defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty.

Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED

EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding; or (e) is required to be disclosed pursuant to the Freedom of Information Act, Michigan Open Meetings Act, or other disclosure law applicable to municipalities. In the event of a Public Records request, Customer shall promptly notify MSI and MSI shall have the right to redact all proprietary confidential information to the extent allowed.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe

any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party

Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to

executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation (“**Notice of Mediation**”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Flint, Michigan, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Genesee County, Michigan. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will

have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

Customer: Genesee Co [_____]
By: _____
Name: Ellen J. Ellenburg
Title: Chairperson
Date: 12-22-23

[**Motdola: Motdola Solutions, Inc**]
By: _____
Name: Ravi Suthar
Title: Area Sales Manager
Date: 12/22/23

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [_____] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to

use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through

to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions**; **Section 4 – Term**; **Section 5 – Payment**; **Section 6.2 – Additional Exclusions**; **Section 8 – Survival**.

Software Products Addendum

This Software Products Addendum (this “SPA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [_____] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. Software Systems; Applicable Terms and Conditions.

2.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such

Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

3. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

4. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

5. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of

commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

6. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

7. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

9. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

10.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

10.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription

Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

11. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under this SPA.

11.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

11.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

12. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

12.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

12.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

12.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

12.4. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and**

Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [_____] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

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

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any

Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

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

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. The parties acknowledge that pricing for Cyber Services is dependent on the full term or subscription periods specified in any such Ordering Document. Motorola will have the right to suspend the Services if Customer fails to make any payments when due

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

5.3. Customer Data. For avoidance of doubt, for Cyber Services so long as not specifically identifying the Customer, "Customer Data," as defined in the MCA, shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services

5.4. Future Regulatory Requirements. The Parties acknowledge and agree that Cyber Service is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Direct Damages. For avoidance of doubt, notwithstanding the limitation set out in Section 8.2 of the MCA, the direct damages limitation for Cyber services provided under this SSA and limited to the fees, or the portion of fees, relating only to the Cyber Security Services under this SSA, even if such Services are offered or bundled with other Motorola services.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Mobile Video Addendum

This Mobile Video Addendum (this “**MVA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [_____] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This MVA governs Customer’s purchase of any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”). A “**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

2. Evidence Management Systems; Applicable Terms and Conditions.

2.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

2.2. Cloud Hosted Evidence Management. If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), including but not limited to CommandCentral Evidence, VideoManager EX, and VideoManager EL Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

2.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Ordering Document(s).

3. Payment. Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Documents or applicable Addendum. In

addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

4. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

5. Additional Software and Video Terms.

5.1. Unlimited Storage. Storage shall be specifically described in an Ordering Documents. In the event Customer purchases a Cloud Hosted Evidence Management System with "Unlimited Storage", as specified in the Ordering Documents, then "Unlimited Storage" means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

5.2. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at: www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

5.3. WatchGuard Detector Mobile. Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

5.4. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**Vigilant VehicleManager**"), which is subject to the terms and conditions of the SSA and the Vigilant Addendum. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola's standard Data License Addendum.

5.5. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. Customer, at its option, may share its LPR data with other

similarly situated Law Enforcement Agencies (“LEAs”) which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager. LPR data that has reached its expiration date will be deleted from Vigilant VehicleManager. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access Vigilant VehicleManager. Vigilant in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals’ access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement.

5.6. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

5.7. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

5.8. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy, incorporated herein, and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Documents for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

6. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

6.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) may be eligible for a technology refresh as described in the Ordering Documents. If included in the Ordering Documents, and in the event the Body Camera is eligible for replacement applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera

that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Ordering Documents) will not be eligible for a technology refresh hereunder.

6.2. No-Fault Warranty. If specified in the Ordering Documents, and subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

6.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Documents (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

6.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

6.5. Included Subscription Software.

6.5.1. VideoManager EL. Subject to **Section 6.7.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Documents during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

6.5.2. CommandCentral. If specified and included in the Ordering Documents, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides

access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

6.5.3. CarDetector Mobile. If Customer's VaaS Program order includes an in-car system, Customer, will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

6.5.4. VideoManager EX: Subject to **Section 6.7.1 – VaaS Term**, if specified in the Ordering Documents, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the SSA. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the VideoManager EX, Customer must purchase additional access to VideoManager EX based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to VideoManager EX.

6.6. VaaS Program Payment. Unless otherwise provided in an Ordering Documents (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Documents. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6.7. VaaS Program Term and Termination.

6.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of

the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Ordering Documents. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

8. Additional Cloud Terms. The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

8.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

8.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

8.3. Availability. Unless otherwise specified in the Ordering Documents, Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

8.4. Maintenance. Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers

one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

9. Survival. The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – VideoManager EL Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-1363

Agenda Date: 4/23/2025

Agenda #: 6.

To: Board of County Commissioners

From: Sheriff Christopher R. Swanson

RE: Approval of a confirming purchase order to Motorola Solutions for Year 2 of 5 body worn camera and video manager el cloud (video as a service), in the amount of \$44,040.00, for service dates March 5, 2025-March 4, 2026; this will be paid from account 1010-351.00-933.001 to be split between FY25 at \$25,338.08 and FY26 at \$18,701.92 (1010-000.00-123.000 pre-paid)

BOARD ACTION REQUESTED:

Approval to enter a PO to vendor Motorola to pay invoice 1411159693 in the amount of \$44,040.00 which covers Year 2 of 5 body worn camera and video manager el cloud (video as a service) for service dates covering March 5, 2025 through March 4, 2026. The PO would be paid from account 1010-351.00-933.001 to be split between FY25 at \$25,338.08 and FY26 at \$18,701.92 (1010-000.00-123.000 pre-paid).

BACKGROUND:

The Board previously approved these annual expenses for this Body Camera Motorola project via Reso 2023-759 (\$243,930.00) in which PO 23-05346 was originally issued to the vendor. However, they invoice on an annual basis, and we do not pay the full (5 years) upfront. In that PO the vendor only invoiced Year 1 of the services, along with the cost of the cameras, etc. Since this is covering Year 2 of 5; we will have to account for and request the subsequent years 3-5 annually for the next 3 years.

DISCUSSION:

Attached you will find a budgeted amendment which will indicate an overall neutral effect on the budget due to an increasing trend in academy revenue.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

\$44,040.00 to be split between FY25 and FY26 to be paid from account 1010-351.00-933.001 per coordination with and approval from Fiscal. The FY25 cost covering period 3/5/2025-9/30/2025 at \$25,338.08 and the FY26 cost covering period 10/1/2025-3/4/2026 at \$18,701.92.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

This has minimal IT involvement; the only occasion is when IT would need to be called upon is issues with the County Access Points in which the Wi-Fi and Cloud service utilizes for functionality. Other than that, GCOS manages the files and evidence from the cameras when needed.

CONFORMITY TO COUNTY PRIORITIES:

This PO request aligns with the county priorities by helping to provide a safer community and creating a healthier and safer community.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize an expenditure, in the form of a purchase order to Motorola, for the annual service renewal cost of the previously purchased body cameras, body-worn camera, and video manager el cloud (Year 2 of 5) management system, for the period commencing March 5, 2025, through March 4, 2026, at a cost not to exceed \$44,040.00 to be paid from account 1010-351.00-933.001, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 16, 2025 meeting of the Governmental Operations Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Motorola Solutions, Inc. Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA	INSURER A: Lexington Insurance Company		19437
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA764D005169085 All other States WC7641005169095 WI	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C			N/A		07/01/2025	07/01/2026	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER	CANCELLATION
Motorola Solutions, Inc. 500 W. Monroe Chicago IL 60661 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Motorola Solutions, Inc. including WatchGuard, Inc. 500 W Monroe Chicago IL 60661 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Lexington Insurance Company		19437
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES	CERTIFICATE NUMBER: 570113957491	REVISION NUMBER:
------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169085 All Other States WC7641005169095 WI	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim \$1,000,000 Policy Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Professional Services Contract for watchguard - Sheriff. Genesee County is included as Additional Insured with respect to the General Liability policy where required in writing and executed contract.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County 1101 Beach Street, Admin Bldg.- Risk Mgr Flint MI 48502 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570113957491





Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0243

Agenda Date: 3/11/2026

Agenda #: 3.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Christopher R. Swanson, Sheriff

RE: Approval of a purchase order to ACME Sports for the fiscal year ending 2026, in an amount not to exceed \$22,254.00, to further support the GHOST/Interdiction efforts to combat human and drug trafficking in Genesee County; the cost of this purchase order is grant funded

BOARD ACTION REQUESTED:

The Sheriff's Office requests the approval of a PO to purchase rifles and attachments to further support the GHOST/Interdiction efforts in combating human and drug trafficking in Genesee County. The cost of this equipment will be covered by the BYRNE Grant at the cost of the attached quote from ACME Sports of \$22,254.00 from account # 1010-316.02-978.000.

BACKGROUND:

Resolution # 2024-1373 has accepted the BYRNE grant and will provide funding for this purchase and support for the expansion of the GHOST/Interdiction team. Due to evolving threats and modern response expectations, upgrading to modern patrol rifles is necessary to enhance officer and public safety. While the agency currently deploys rifles, newer platforms offer improved reliability, ergonomics, optics compatibility, and overall accuracy, allowing deputies to make safer and more precise decisions during critical incidents. Transitioning to modernized rifles also promotes standardization, simplifies training and maintenance, and reduces liability by providing officers with updated, dependable equipment that reflects current law-enforcement best practices.

DISCUSSION:

Quotes as well as the initial Grant Award have been attached for review.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no general fund request for the purchase. The BRYNE grant award # 15POVC-24-GG-00653-BRND from the US Department of Justice budget has been approved. Quotes have been obtained and the qualifying quote from ACME Sports for \$22,254.00 to be paid from account # 1010-316.02-978.000.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

none

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to County Priorities by ensuring safer communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize an expenditure, in the form of a purchase order to ACME Sports, Inc., to purchase rifles and attachments at a total cost not to exceed \$22,254.00 to be paid through the BRYNE Grant Award #15POVC-24-GG-00653-BRND accepted in RESO # 2024-1373 from account #1010-316.02-978.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 11, 2026 meeting of the Governmental Operations Committee of this Board).



ACME SPORTS, INC.

P.O. Box 432
 800 E. Tipton Street
 SEYMOUR, INDIANA 47274
 Ph. (812) 522-4008 Fax (812) 522-4009
 Email: acmesports@comcast.net

Date: 2/6/2026
PO#:
Subject: Agency Quote

To: Genesee Co. Sheriff's Office-MI

Part Number	Description	Quantity	Cost	Total
WRMCX-300B-6B-LT-SBR	SIGMCX, 300 BLK, SBR, 6.75IN, SEMI, FOLD STOCK, (1) 30RD MAG	6	\$1,829.00	\$10,974.00
SLH762C-QD	SUPPRESSOR, SLHC, 7.62MM, INC, QD, COMPACT	6	\$999.00	\$5,994.00
SORJ8T101	COMBO KIT, ROMEO8T-AMR 1X40 FULL SIZE RED DOT, JULIET3T-AMR 3X22MM MAGNIFIER	6	\$749.00	\$4,494.00
SOFR1CM0	FOXTROT-MSR, COMPACT, RAIL MOUNTED WHITE LIGHT	6	\$132.00	\$792.00
				\$22,254.00



Pro-Tech Sales
 1313 West Bagley Rd
 Berea OH 44017
 United States
 (800) 888-4002
sales@protechsales.com

Quote
 #QUO6828
 2/10/2026

Bill To:

Genesee County Sheriff's Office
 1002 S. Saginaw
 Flint MI 48502
 United States

Ship To:

Genesee County Sheriff's Office
 1002 S. Saginaw
 Flint MI 48502
 United States

smesser@geneseecountymi.gov

TOTAL

\$24,648.00

Expires: 3/12/2026

Expires	Sales Rep	Sales Rep Email	Sales Rep Phone	Shipping Method
3/12/2026	James Hulliberger	jamesh@protechsales.com	(517) 449-1103	BESTWAY

Quantity	Item	Options	Sell Price	Extended Price
6	PTS-MISC SIGMCX, 300 BLK, SBR, 6.75", SEMI, FOLD STOCK. (1) 30 RND MAG		\$2,039.00	\$12,234.00
6	PTS-MISC SUPPRESSOR,SLHC,7.62MM,INC,QD,COMPACT		\$1,109.00	\$6,654.00
6	PTS-MISC COMBO KIT, ROMEO8T-AMR 1X40 FULL SIZE RED DOT, JULIET 3T-AMR, 3X22MM MAGNIFIER		\$819.00	\$4,914.00
6	PTS-MISC FOXTROT-MSR,COMPACT,RAIL MOUNTED WHITE LIGHT		\$141.00	\$846.00

6-SBR rifles
 6-Suppressors
 6-Optics/Magnifiers
 6-lights

Subtotal \$24,648.00

3% FEE APPLIED TO ALL CREDIT CARD TRANSACTIONS

If you would like to officially place an order based on this quotation, please sign and return to your Pro-Tech Sales rep. If you would like an order confirmation, please request at time of order and one will be sent via email once processed internally.

Signature: _____ Date: _____

PO# (if applicable): _____

Thank you very much for your business!

Tax Total (0%) \$0.00

Total \$24,648.00





PUBLIC SAFETY SALES
72 PEASE BOULEVARD
NEWINGTON, NH 03801
TEL: 603-610-3000
FAX: 603-610-3003

QUOTE PREPARED FOR:

Detective Sergeant Stephen Messer
Investigative Division
Genesee County Sheriff's Office
1002 S. Saginaw Street
Flint MI 48502
SMesser@geneseecountymi.gov
1-810-424-4332

PRODUCT :

- WRMCX-300B-6B-LT-SBR** SIGMCX, 300 BLK, SBR, 6.75IN, SEMI, FOLD STOCK, (1) 30RD MAG
Agency Price: \$2,042.34
- SLH762C-QD** SUPPRESSOR, SLHC, 7.62MM, INC, QD, COMPACT **Agency Price: \$1,117.00**
- SORJ8T101** COMBO KIT, ROMEO8T-AMR 1X40 FULL SIZE RED DOT, JULIET3T-AMR 3X22MM
MAGNIFIER **Agency Price: \$821.73**
- SOFR1CM0** FOXTROT-MSR, COMPACT, RAIL MOUNTED WHITE LIGHT
Agency Price: \$143.51

TOTAL PRICE: **\$4,124.58 per rifle**

TOTAL PRICE QUOTE: \$24,747.48

REFERENCE NUMBER:

GCSO MCX. This quote is good through 03/02/2026.

Quote prepared by:

Rob Bilacic Regional Sales Manager for Law Enforcement MI/OH.

Robert.Bilacic@Sigsauer.com

616-638-6761

SIGNATURE: _____

The prices herein quoted are exclusive of any applicable taxes (including without limitation sales, use, value added, import, or export taxes) of any nature imposed in connection with the sale or purchase of the goods. All such taxes shall be paid by customer. Please review and confirm the information is correct and thoroughly conveys all requirements (i.e. payment terms, product configuration (including unique product markings), inspection criteria, packaging and labeling requirements, or any delivery or logistics requirements). SIG SAUER commercial warranty provisions apply unless expressly defined elsewhere. SIG SAUER's standard Terms and Conditions of Sale (available at <https://www.sigsauer.com/termsandconditions>) are incorporated herein by reference. Terms of Payment are net 30 days from invoice.



Department of Justice (DOJ)

Office of Justice Programs

Washington, D.C. 20531

Case Status:

Pending-ChangeRequest

Solicitation Title:

OVC FY24 Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program - Invited to Apply

Project Title:

Combating Drug and Human Trafficking in Genesee County (MI)

Project Period:

8/1/24 - 9/30/27

Managing Office:

OJP

DOJ Grant Manager:

Aaron Bryant

Grant Award Administrator:

Jillian Macey

Last Updated Date:

08/01/2025

Solicitation Category

N/A

Federal Award Amount:

£963,000.00

Funding Instrument Type:

Grant

Program Office:

OVC

UEI

XD5HMHXNBWX6

TIN:

*****4849

Award Number:

15POVC-24-GG-00653-BRND

Budget Clearance

Budget Clearance Grant Award Modification

After this Budget Clearance is submitted and reaches final approval, it will change the budget clearance on the award from "conditional" to "final."

Project Budget Summary

Budget Category	Year 1	Year 2	Year 3	Total
Personnel	£126,228	£126,228	£126,228	£378,684
Fringe Benefits	£74,579	£74,579	£74,579	£223,737
Travel	£16,000	£16,000	£16,000	£48,000
Equipment	£139,979	£11,800	£11,800	£163,579
Supplies	£3,000	£3,000	£3,000	£9,000
Construction	£0	£0	£0	£0
SubAwards	£70,000	£70,000	£0	£140,000
Procurement Contracts	£0	£0	£0	£0
Other Costs	£0	£0	£0	£0
Total Direct Costs	£429,786	£301,607	£231,607	£963,000
Indirect Costs	£0	£0	£0	£0
Total Project Costs	£429,786	£301,607	£231,607	£963,000
Federal	£429,786	£301,607	£231,607	£963,000
Non-Federal	£0	£0	£0	£0

Budget Totals	Total	Percentage
Total Project Cost	£963,000	
Federal Funds	£963,000	100.00%
Non-Federal Amount	£0	0.00%
Match Amount	£0	0.00%
Program Income	£0	0.00%

Budget Detail Summary

Personnel

Year 1

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Deputy	GHOST Investigator	£63,113.98	Y	1.00	100.00%	£63,113.98	no value	£63,113.98
2 Deputy	GHOST Investigator	£63,113.98	Y	1.00	100.00%	£63,113.98	no value	£63,113.98
Personnel Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount				
£126,228		£0		£126,228				

Year 2

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Deputy	GHOST Investigator	£63,113.98	Y	1.00	100.00%	£63,113.98	no value	£63,113.98
2 Deputy	GHOST Investigator	£63,113.98	Y	1.00	100.00%	£63,113.98	no value	£63,113.98
Personnel Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount				
£126,228		£0		£126,228				

Year 3

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Deputy	GHOST Investigator	£63,113.98	Y	1.00	100.00%	£63,113.98	no value	£63,113.98
2 Deputy	GHOST Investigator	£63,113.98	Y	1.00	100.00%	£63,113.98	no value	£63,113.98
Personnel Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount				
£126,228		£0		£126,228				

Fringe Benefits

Year 1

Name	Base	Rate (%)	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Deputy	£63,113.98	59.083%	£37,289.63	no value	£37,289.63
2 Deputy	£63,113.98	59.083%	£37,289.63	no value	£37,289.63
Fringe Benefits Total Cost £74,579	Total Non-Federal Amt (Match or Prog Inc) £0			Total Federal Amount £74,579	

Year 2

Name	Base	Rate (%)	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Deputy	£63,113.98	59.083%	£37,289.63	no value	£37,289.63
2 Deputy	£63,113.98	59.083%	£37,289.63	no value	£37,289.63
Fringe Benefits Total Cost £74,579	Total Non-Federal Amt (Match or Prog Inc) £0			Total Federal Amount £74,579	

Year 3

Name	Base	Rate (%)	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Deputy	£63,113.98	59.083%	£37,289.63	no value	£37,289.63
2 Deputy	£63,113.98	59.083%	£37,289.63	no value	£37,289.63
Fringe Benefits Total Cost £74,579	Total Non-Federal Amt (Match or Prog Inc) £0			Total Federal Amount £74,579	

Travel

Year 1

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Investigations	Genesee County	Local Travel	N/A	£8,000.00	1.00	2.00	1.00	£16,000.00	no value	£16,000.00

Travel Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount
£16,000		£0		£16,000

Additional Narrative

This cost is determined by the following formula...

Per mile cost x # of miles x # of staff
 \$0.57 per mile x 14,035.09 miles x 2 staff

Year 2

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Investigations	Genesee County	Mileage	Mile	£8,000.000	1.00	2.00	1.00	£16,000.00	no value	£16,000.00

Travel Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount
£16,000		£0		£16,000

Year 3

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Investigations	Genesee County	Mileage	Mile	£8,000.000	1.00	2.00	1.00	£16,000.00	no value	£16,000.00

Travel Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount
£16,000		£0		£16,000

Equipment

Year 1

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Other Supplies	1.00	£44,479.00	£44,479.00	no value	£44,479.00
2 Entry Equipment	1.00	£20,000.00	£20,000.00	no value	£20,000.00
3 Investigation Software	1.00	£10,500.00	£10,500.00	no value	£10,500.00
4 Night Vision	2.00	£8,150.00	£16,300.00	no value	£16,300.00
5 Surveillance Equipment	1.00	£20,000.00	£20,000.00	no value	£20,000.00
6 Building Drone	1.00	£10,000.00	£10,000.00	no value	£10,000.00
7 Vest	2.00	£900.00	£1,800.00	no value	£1,800.00
8 Cell Phone	2.00	£650.00	£1,300.00	no value	£1,300.00
9 Computer	2.00	£800.00	£1,600.00	no value	£1,600.00
10 Radios	4.00	£3,500.00	£14,000.00	no value	£14,000.00
Equipment Total Cost £139,979		Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £139,979	

Year 2

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Investigation Software	1.00	£10,500.00	£10,500.00	no value	£10,500.00
2 Cell Phone	2.00	£650.00	£1,300.00	no value	£1,300.00
Equipment Total Cost £11,800		Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £11,800	

Year 3

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Investigation Software	1.00	£10,500.00	£10,500.00	no value	£10,500.00
2 Cell Phone	2.00	£650.00	£1,300.00	no value	£1,300.00
Equipment Total Cost £11,800		Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £11,800	

Supplies

Year 1

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Printing	1.00	£3,000.00	£3,000.00	no value	£3,000.00
Supplies Total Cost £3,000	Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £3,000		

Year 2

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Printing	1.00	£3,000.00	£3,000.00	no value	£3,000.00
Supplies Total Cost £3,000	Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £3,000		

Year 3

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 Printing	1.00	£3,000.00	£3,000.00	no value	£3,000.00
Supplies Total Cost £3,000	Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £3,000		

Construction

Year 1

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
No items						
Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount		
£0	£0			£0		

Year 2

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
No items						
Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount		
£0	£0			£0		

Year 3

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
No items						
Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount		
£0	£0			£0		

SubAwards

Year 1

Item	Description	Country	State/U.S. Territory	City	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 1	Voice for Children	United States	Michigan	Flint	£70,000.00	no value	£70,000.00
Subawards Total Cost £70,000		Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £70,000			

Year 2

Item	Description	Country	State/U.S. Territory	City	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
1 1	Voice for Children	United States	Michigan	Flint	£70,000.00	no value	£70,000.00
Subawards Total Cost £70,000		Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £70,000			

Year 3

Item	Description	Country	State/U.S. Territory	City	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
No items							
Subawards Total Cost £0		Total Non-Federal Amt (Match or Prog Inc) £0		Total Federal Amount £0			

Procurement Contracts

Year 1

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
------	-------------	------------	---------	----------------------	------	------------	--	----------------

No items

Procurement Cost				Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount		
£0				£0		£0		

Consultant Travel Required

No

Year 2

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
------	-------------	------------	---------	----------------------	------	------------	--	----------------

No items

Procurement Cost				Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount		
£0				£0		£0		

Consultant Travel Required

No

Year 3

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
------	-------------	------------	---------	----------------------	------	------------	--	----------------

No items

Procurement Cost				Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount		
£0				£0		£0		

Consultant Travel Required

No

Other Costs

Year 1

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Amt (Match or Prog Inc)	Federal Amount
-------------	----------	-------	-------	----------------	-------------	--	----------------

No items

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount			
£0	£0			£0			

Year 2

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Amt (Match or Prog Inc)	Federal Amount
-------------	----------	-------	-------	----------------	-------------	--	----------------

No items

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount			
£0	£0			£0			

Year 3

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Amt (Match or Prog Inc)	Federal Amount
-------------	----------	-------	-------	----------------	-------------	--	----------------

No items

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount			
£0	£0			£0			

Indirect Costs

Year 1

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
-------------	------	--------------------	------------	--	----------------

No items

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
£0	£0	£0

Year 2

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
-------------	------	--------------------	------------	--	----------------

No items

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
£0	£0	£0

Year 3

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amount
-------------	------	--------------------	------------	--	----------------

No items

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
£0	£0	£0

Budget/Financial Documentation

Grants Management Comments

Create Date	User	Note
04/09/2024 16:30	Byron Vaughan	Hello Can you please correct the following: Please add a budget narrative to each budget category. Under Fringe benefits your base is different from personnel salaries you are claiming. Under Travel can you breakout your lump sum list each expense as a separate line item in this category. Please breakout "other Supplies" under Equipment and list each expense as a separate line item under this category.
17/10/2024 09:18	Byron Vaughan	See note under grants management comments tab.

Create Date	User	Note																																													
		<p>Hello Cpt Jillian Macey</p> <p>Can you please correct the following:</p> <p>Please add a budget narrative to each budget category listed in your budget.</p> <p>Under Fringe benefits your base is different from personnel salaries you are claiming please make corrections and revise your calculations. see below Also list all components included in your 37% rate</p> <table border="1"> <thead> <tr> <th></th> <th>Subject</th> <th>Rate</th> <th>Y</th> <th>1.00</th> <th>100.00%</th> <th>\$63,113.98</th> <th>\$63,113.98</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Deputy</td> <td>GHOST Investigator</td> <td>\$63,113.98</td> <td>Y</td> <td>1.00</td> <td>100.00%</td> <td>\$63,113.98</td> </tr> <tr> <td>2</td> <td>Deputy</td> <td>GHOST Investigator</td> <td>\$63,113.98</td> <td>Y</td> <td>1.00</td> <td>100.00%</td> <td>\$63,113.98</td> </tr> </tbody> </table> <p>▼ Fringe Benefits</p> <p>Budget Year</p> <p>▼ Year 1</p> <table border="1"> <thead> <tr> <th></th> <th>Name</th> <th>Base</th> <th>Rate (%)</th> <th>Total Cost</th> <th>Non-Federal Amt (Match or Prog Inc)</th> <th>Federal Amou</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Deputy</td> <td>\$100,403.01</td> <td>37.140%</td> <td>\$37,289.68</td> <td></td> <td>\$37,289.68</td> </tr> <tr> <td>2</td> <td>Deputy</td> <td>\$100,403.01</td> <td>37.140%</td> <td>\$37,289.68</td> <td></td> <td>\$37,289.68</td> </tr> </tbody> </table> <p>Under Travel cost can you breakout your lump sum for local mileage, list miles times cost per mile, times number of staff as the fields allow you to show the calculation.</p> <p>Under Equipment cost Please breakout "other Supplies", entry equipment, surveillance equipment, itemize, show all factors included in this expense.</p>		Subject	Rate	Y	1.00	100.00%	\$63,113.98	\$63,113.98	1	Deputy	GHOST Investigator	\$63,113.98	Y	1.00	100.00%	\$63,113.98	2	Deputy	GHOST Investigator	\$63,113.98	Y	1.00	100.00%	\$63,113.98		Name	Base	Rate (%)	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amou	1	Deputy	\$100,403.01	37.140%	\$37,289.68		\$37,289.68	2	Deputy	\$100,403.01	37.140%	\$37,289.68		\$37,289.68
	Subject	Rate	Y	1.00	100.00%	\$63,113.98	\$63,113.98																																								
1	Deputy	GHOST Investigator	\$63,113.98	Y	1.00	100.00%	\$63,113.98																																								
2	Deputy	GHOST Investigator	\$63,113.98	Y	1.00	100.00%	\$63,113.98																																								
	Name	Base	Rate (%)	Total Cost	Non-Federal Amt (Match or Prog Inc)	Federal Amou																																									
1	Deputy	\$100,403.01	37.140%	\$37,289.68		\$37,289.68																																									
2	Deputy	\$100,403.01	37.140%	\$37,289.68		\$37,289.68																																									
31/10/2024 11:44	Byron Vaughn																																														
31/10/2024 11:45	Byron Vaughn	See note under grants management comments tab.																																													
08/01/2025 10:19	Aaron Bryant	Hello, Please make revisions listed in the Grants Management Comments Tab, and resubmit.																																													



Department of Justice (DOJ)

Office of Justice Programs

Office for Victims of Crime

Washington, D.C. 20531

Name and Address of Recipient:	GENESEE, COUNTY OF 1101 BEACH ST	
City, State and Zip:	FLINT, MI 48502	
Recipient UEI:	XD5HMHXNBWX6	
Project Title: Combatting Drug and Human Trafficking in Genesee County (MI)	Award Number: 15POVC-24-GG-00653-BRND	
Solicitation Title: OVC FY24 Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program - Invited to Apply		
Federal Award Amount: \$963,000.00	Federal Award Date: 8/15/24	
Awarding Agency:	Office of Justice Programs Office for Victims of Crime	
Award Type:	Initial	
Funding Instrument Type:	Grant	
Opportunity Category: E		
Assistance Listing: 16.753 - Congressionally Recommended Awards		
Project Period Start Date: 8/1/24	Project Period End Date: 9/30/27	
Budget Period Start Date: 8/1/24	Budget Period End Date: 9/30/27	
Project Description:		
<p>GHOST stands for Global Human Oppression Strike Team, is an initiative that plays a crucial role in combating human trafficking and the opioid epidemic. This multifaceted strategy combines intelligence-driven operations, cross-border collaboration, victim support, and comprehensive public health initiatives to address these intertwined crises. Here's a detailed look at the various aspects of GHOST Interdiction:</p> <p>Combating Human Trafficking:</p> <p>GHOST conducts targeted operations by utilizing intelligence-driven operations. Through advanced surveillance and intelligence gathering, GHOST Interdiction can effectively dismantle human trafficking rings by identifying and apprehending traffickers, rescuing victims, and breaking the infrastructure that supports these illegal activities.</p> <p>Cross-Border Collaboration:</p> <p>Human trafficking is a transnational issue. GHOST Interdiction facilitates cooperation between international, Federal, State, County, and local law enforcement agencies, enabling coordinated efforts to track and dismantle trafficking networks across borders.</p> <p>Victim Support and Rehabilitation:</p> <p>Comprehensive Care: GHOST Interdiction emphasizes providing immediate and long-term support to trafficking survivors, including medical care, psychological support, legal assistance, and vocational training.</p>		

Awareness and Prevention:

GHOST also focuses on increasing public awareness about the signs of human trafficking and ways to report suspicious activities. This education can help prevent future trafficking victims. Community education programs are crucial in building a proactive defense against trafficking.

Addressing the Opioid Epidemic:

GHOST Interdiction focuses on cutting off the supply of opioids by targeting production facilities, distribution networks, and street-level dealers. This reduces the availability of illicit opioids.

GHOST uses technology such as data analytics, surveillance, and intelligence sharing; GHOST can more effectively track and disrupt opioid trafficking operations.

GHOST Interdiction is a vital strategy in the fight against human trafficking and the opioid epidemic. Combining law enforcement with public health initiatives, law enforcement cooperation, and engaging communities addresses the immediate and underlying factors contributing to these crises. The holistic and integrated approach of GHOST Interdiction disrupts criminal networks and provides essential support to victims, helping to create safer and healthier communities.

Award Letter

August 15, 2024

Dear David Kenamer,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GENESEE, COUNTY OF for an award under the funding opportunity entitled 2024 OVC FY24 Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program - Invited to Apply. The approved award amount is \$963,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

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

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Zoe French, Environmental Coordinator for the Office for Victims of Crime.

NEPA Coordinator

First Name

Zoe

Middle Name

E

Last Name

French

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

GENESEE, COUNTY OF

UEI

XD5HMHXNBWX6

Street 1

1101 BEACH ST

Street 2**City**

FLINT

State/U.S. Territory

Michigan

Zip/Postal Code

48502

Country

United States

County/Parish**Province**

Award Details

Federal Award Date

8/15/24

Award Type

Initial

Award Number

15POVC-24-GG-00653-BRND

Supplement Number

00

Federal Award Amount**Funding Instrument Type**

\$963,000.00

Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority
Department of Justice Appropriations Act, 2024 (Public Law No. 118-42)

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title 2024 OVC FY24 Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program - Invited to Apply	Awarding Agency OJP
	Program Office OVC

Application Number
GRANT14164979

Grant Manager Name Aaron Bryant	Phone Number 202-702-9374	E-mail Address Aaron.Bryant2@usdoj.gov
---	-------------------------------------	--

Project Title
Combatting Drug and Human Trafficking in Genesee County (MI)

Performance Period Start Date 08/01/2024	Performance Period End Date 09/30/2027
--	--

Budget Period Start Date 08/01/2024	Budget Period End Date 09/30/2027
---	---

Project Description

GHOST stands for Global Human Oppression Strike Team, is an initiative that plays a crucial role in combating human trafficking and the opioid epidemic. This multifaceted strategy combines intelligence-driven operations, cross-border collaboration, victim support, and comprehensive public health initiatives to address these intertwined crises. Here's a detailed look at the various aspects of GHOST Interdiction:

Combating Human Trafficking:

GHOST conducts targeted operations by utilizing intelligence-driven operations. Through advanced surveillance and

intelligence gathering, GHOST Interdiction can effectively dismantle human trafficking rings by identifying and apprehending traffickers, rescuing victims, and breaking the infrastructure that supports these illegal activities.

Cross-Border Collaboration:

Human trafficking is a transnational issue. GHOST Interdiction facilitates cooperation between international, Federal, State, County, and local law enforcement agencies, enabling coordinated efforts to track and dismantle trafficking networks across borders.

Victim Support and Rehabilitation:

Comprehensive Care: GHOST Interdiction emphasizes providing immediate and long-term support to trafficking survivors, including medical care, psychological support, legal assistance, and vocational training.

Awareness and Prevention:

GHOST also focuses on increasing public awareness about the signs of human trafficking and ways to report suspicious activities. This education can help prevent future trafficking victims. Community education programs are crucial in building a proactive defense against trafficking.

Addressing the Opioid Epidemic:

GHOST Interdiction focuses on cutting off the supply of opioids by targeting production facilities, distribution networks, and street-level dealers. This reduces the availability of illicit opioids.

GHOST uses technology such as data analytics, surveillance, and intelligence sharing; GHOST can more effectively track and disrupt opioid trafficking operations.

GHOST Interdiction is a vital strategy in the fight against human trafficking and the opioid epidemic. Combining law enforcement with public health initiatives, law enforcement cooperation, and engaging communities addresses the immediate and underlying factors contributing to these crises. The holistic and integrated approach of GHOST Interdiction disrupts criminal networks and provides essential support to victims, helping to create safer and healthier communities.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil

Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient

does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG 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: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or

in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient 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.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in

accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under

an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient 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, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal 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.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the

part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 33

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1)

the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

Condition 34

The recipient (and any "subrecipient" at any tier) must have written policies and procedures in place that address how it will maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, including how this information will be protected when there is information sharing between partners. In addition, the recipient must submit a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the recipient. The recipient agrees to provide to OJP all documentation as required for grant monitoring purposes.

Condition 35

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 36

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

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.

Condition 37

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient

obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 38

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

Condition 39

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

Condition 40

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

Condition 41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 42

The recipient agrees to submit to OJP for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award, 60 days before its intended publication. The recipient agrees to correct a product in response to comments generated through the OJP peer review process, the internal Department of Justice review process, or as otherwise requested by OJP. Any products developed under this award shall contain the following statement: "This _____ was produced by _____ under [add grant number], awarded by the [add Awarding Program Office, e.g., Office for Victims of Crime], Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this _____ are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice. The OJP grant manager will determine whether minor deliverables, such as webinars, one-page flyers and discrete web pages, require review or prior approval by OJP.

Condition 43

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

Condition 44

The recipient will coordinate its efforts with other similar OVC-funded programs within the relevant jurisdiction in order to enhance the project and avoid duplication of efforts.

Condition 45

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

Condition 46

Recipient understands and agrees not to engage in activities constituting organizational conflicts of interest, such as bidding on specifications it guided as part of the provision of training and technical assistance under this award. Actions that may give rise to organizational conflicts of interest under awards are described in the Procurement Standards in 2 C.F.R. Part 200 (the Part 200 Uniform Requirements) and the DOJ Grants Financial Guide. Prior approval from the grant manager is required for any work with an organization or entity that would receive training or technical assistance under this award.

Condition 47

The recipient may not obligate, expend, or draw down any funds under this award until a revised program narrative has been received and approved by OJP, and an Award Condition Modification (ACM) has been issued removing this condition.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and

certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/9/24 1:23 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Captain

Name of Authorized Entity Official
David Kennamer

Signed Date And Time
10/30/2024 6:25 AM



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0244

Agenda Date: 3/11/2026

Agenda #: 4.

To: Board of County Commissioners

From: Jay Parker, Animal Control Director

RE: Approval of a request to rename Genesee County Animal Control to Genesee County Animal Care

BOARD ACTION REQUESTED:

Approval of a request to rename Genesee County Animal Control to Genesee County Animal Care

BACKGROUND:

Genesee County's Animal Control (GCAC) has fought the stigma of being the dog pound/ Animal Control for years. Historically this was the department where animals were brought to be euthanized and incinerated. This was the end for tens of thousands of Genesee Country animals. The stigma started in the early 1900s for dog pounds and Animal Controls for the cruel archaic practices done before humane euthanasia took place.

DISCUSSION:

Since 2015 Genesee County, with the backing of the county commission and our residents, has turned GCAC into so much more than the stereotypical dog pound. GCAC has become a place of hope and animal care. We are here to assist residents with education and shot clinics, we offer a food pantry when we have food available. We provide straw for residents that have outside animals to keep them healthy and warm. We offer resources and information to residents about where to find additional help if needed. Our save rate is as good or better than any local shelter in the area, keeping us in a no kill status. This allows us to apply for grants that helps to offset the cost of our operations. Our current staff is what makes our shelter great. They truly care about these animals. Our current name carries the weight of the negativity of our old practices. We are eager to remove that weight, even symbolically, to change the perception of the public of who we are and what we do. We have taken great strides forward in caring for the animal's welfare and I believe our new name should reflect this. Respectfully, we would like to officially rename our facility **Genesee County Animal Care**.

IMPACT ON HUMAN RESOURCES:

No real impact on Human resources

IMPACT ON BUDGET:

Impact on the cost to change the name on the building and over time the documents along with

business cards patches for uniforms and door sticker.

IMPACT ON FACILITIES:

No real changes

IMPACT ON TECHNOLOGY:

Need to update web pages and documents

CONFORMITY TO COUNTY PRIORITIES:

I believe this change will help in being recognized and showcase the excellent work that GCAC employees and volunteers do at GCAC

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Animal Control Director to authorize renaming the department from “Genesee County Animal Control” to “Genesee County Animal Care” is approved (a copy of the memorandum request being on file with the official records of the March 11, 2026 meeting of the Governmental Operations Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0250

Agenda Date: 3/11/2026

Agenda #: 5.

To: Board of County Commissioners

From: Anita Galajda, HR Director

RE: Approval of an agreement between Genesee County and the U.S. Department of War to provide for the Skillbridge Program

BOARD ACTION REQUESTED:

Approve DOW MOU for participation in Skillbridge Program

BACKGROUND:

The Dept of War's Skillbridge Program allows soon to be discharged active service members to find job/internship placement within the last six months of their enlistment.

DISCUSSION:

If approved as a participant in the Skillbridge Program, the attached MOU would need to be signed. This would allow us to post full-time and internship positions on their website. The program allows for job placement during their last six months of enlistment. The enlisted will continue to be paid by the DOW until their enlistment ends. The idea is to help outgoing service members obtain jobs or job skills in civilian life to assist in the transition out of the military.

IMPACT ON HUMAN RESOURCES:

An additional tool for recruiting. We would be posting on the DOW site and managing interviewing, onboarding, etc. as we do now for open positions.

IMPACT ON BUDGET:

Budget neutral or savings for labor costs as the DOW continues to pay the service member while enlisted.

IMPACT ON FACILITIES:

N/A - although I hope they are able to participate in the program which would involve training new staff/interns.

IMPACT ON TECHNOLOGY:

Same as needed for current onboarding of staff. Also planning on their participation in the program.

CONFORMITY TO COUNTY PRIORITIES:

The Skillbridge Program expands our inclusive, collaborative efforts by establishing an avenue

focused on a segment of our community that is often overlooked. Participation can also impact our long term financial stability by harnessing the skills developed during enlistment and bringing developed leaders to our departments and offices.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Human Resources and Labor Relations Director to authorize entering into a Memorandum of Understanding ("MOU") between Genesee County and the Office of the Under Secretary of Defense for Personnel and Readiness, U.S. Department of Defense, said MOU being necessary for Genesee County to participate in the Skillbridge Program whereby outgoing military service members can apply for full-time internship positions during the last six months of their enlistment to provide jobs or job skills in civilian life at no cost to the County, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 11, 2026 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the MOU on behalf of Genesee County.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS,
U.S. DEPARTMENT OF DEFENSE AND
SKILLBRIDGE PROVIDER**

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and _____ hereinafter referred to collectively as the “Parties.”

1. **BACKGROUND:** The DoD SkillBridge Program provides a structured pathway for eligible and authorized Service members to participate in job training and employment skills training, including apprenticeships and internships, within 180 days of separation from active-duty service to help prepare for employment in the civilian sector. The Military-Civilian Transition Office (MCTO), under the authority of the USD(P&R), executes a Memorandum of Understanding (MOU) with public and private organizations who then host SkillBridge programs in accordance with the rules, parameters, procedures, and responsibilities outlined in the MOU.
2. **AUTHORITIES:**
 - 2.1. DoD Instruction (DoDI) 1322.29, “Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service members,” 24 January 2014. Incorporating Change 1, Effective May 5, 2020
 - 2.2. DoDI 1332.35, “Transition Assistance Program (TAP) For Military Personnel,” 26 September 2019
 - 2.3. DoDI 1344.07, “Personal Commercial Solicitation on DoD Installations,” 30 March 2006
 - 2.4. DoDI 1000.15, “Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations,” 24 October 2008
 - 2.5. 51 U.S. Code § 20113 – Powers of the Administration in performance of functions
 - 2.6. 10 U.S. Code § 1143 - Employment assistance
 - 2.7. 5 U.S. Code § 2301 – Merit system principles
3. **PURPOSE:** This MOU establishes rules, parameters, procedures, and responsibilities for the SkillBridge Program parties.
4. **UNDERSTANDING OF THE PARTIES:**
 - 4.1 The MCTO will:
 - 4.1.1 Support authorized DoD SkillBridge organizations access on installations under the Department’s authority in accordance with installation access protocol.
 - 4.1.2 Provide public information to Service members about the availability, locations, and training opportunities of DoD SkillBridge programs and appropriate resource information on authorized DoD SkillBridge organizations.
 - 4.1.3 Enforce policy that ensures participating Military Departments validate Service members’ eligibility to participate and that they have received approval to participate from their first field grade commander, (O-4 and above), in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.4 Institute policy for Military Departments to authorize designated SkillBridge training locations as the place of duty for participating Service members with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.1.5 Conduct a U.S. State business records authentication check. Authorized SkillBridge organizations must remain in good standing for this MOU to remain valid. Foreign-owned educational or commercial institutions, or businesses registered with a U.S. State may be eligible to participate in SkillBridge. Foreign-owned educational or commercial institutions, or businesses owned, operated, or controlled by a foreign government, or foreign government entities, are not eligible for participation. The entities listed here qualify as an emolument because such entities are viewed as an extension of the foreign government.

4.1.6 Verify DoD SkillBridge providers are established as a business for a minimum of three years (exceptions: federal agencies, state and local government); associated training cost (if any) are not imposed on the Service member by the authorized SkillBridge organization prior to determination of approval; and training plans are reviewed and approved for SkillBridge opportunities prior to being publicly shared.

4.1.7 Resolve Military Departments escalated formal complaints to uphold the integrity and equitable operation of the DoD SkillBridge program.

4.2 The SkillBridge authorized organization _____ will:

4.2.1 Accept at least the minimum number of SkillBridge candidates annually based on organizational size. Minimum requirement:

- Small business organization with 200 or fewer employees –
 - at least 1 candidate per year;
- Midsize business organizations with more than 200, but less than 400 employees –
 - at least 2 candidates per year;
- Midsize Business organizations with more than 400, but less than 600 employees –
 - at least 3 candidates per year; and
- Large business organizations with more than 600, but less than 1000 employees –
 - at least 4 candidates per year;
- Large business organizations with over 1000 employees –
 - at least 5 candidates per year.

4.2.2 Ensure a minimum of suitable, available full-time positions equal to or exceeding the number of participating service members at any given time. Federal and local government agencies aim to ensure a minimum of suitable, available full-time positions, utilizing special hiring authorities (as applicable) in accordance with the federal merit system principles, equal to or exceeding the number of participating Service members.

4.2.3 Provide eligible Service members with on-the-job training (OJT), employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities to enrich professional development experiences with competence-based employment skills, knowledge, or abilities directly linked to job opportunities in the civilian workforce and meet the below objectives:

4.2.4 Improve the Service member's competency levels (i.e., knowledge, skills, and abilities) and broaden the range of their competencies by building upon the occupational skills acquired during military service.

4.2.5 Improve or provide skills unrelated to the occupational skills acquired during military service but related to the successful performance of a civilian occupation identified by the Service member as their post-transition goal for civilian employment upon separation.

4.2.6 Refine or enhance skills acquired during military service by redirecting skills that were acquired initially with a focus on the military mission toward related skills that are required to successfully perform occupations in the civilian workforce to increase the post-employment opportunities for transitioning Service members.

4.2.7 Ensure employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities are not offered as virtual asynchronous only; online opportunities must include virtual synchronous (i.e., live person-led) training and/or a hybrid with in-person sessions. Asynchronous training (if any) will be less than 50% of the length of the training.

4.2.8 Screen and select Service member candidates for participation based on self-initiated interest; ensure candidates have their Military Department's authorization before starting the SkillBridge program.

4.2.9 Ensure that outside of subsistence, lodging, and home-station to program location travel costs, participating Service members do not incur direct financial costs directly or indirectly related to program administration and delivery (e.g., training fees, training materials, equipment, uniforms, certifications, licensure). At the sole discretion of the Service member, program administration and delivery costs can or may be covered by the Service member's VA GI Bill benefits when said costs qualify for the same and are specifically and clearly identified by the SkillBridge provider in their SkillBridge application. At their sole discretion, the SkillBridge provider may subsidize or reimburse any or all subsistence, lodging, and home-station to program location travel costs if said subsidy or reimbursement is offered to all similar training participants without regard to military affiliation and specifically and clearly identified by the SkillBridge provider in their SkillBridge application.

4.2.10 Ensure Service members who successfully complete the SkillBridge program have a high probability of immediate post-service suitable employment. High probability of employment is defined as 75% or higher of Service members who successfully complete the program receive a qualifying offer of immediate post-service suitable employment with an 85% or higher offer rate as the Key Performance Indicator (KPI) goal. Federal, state, and municipal agencies are exempt from the 75% KPI. Federal, state, and municipal agencies will consider offering post-service suitable employment for open positions to Service members who successfully complete their SkillBridge program, are eligible for special hiring authorities, and meet the minimum qualifications of the position according to federal merit system principles, or equivalent state and municipal requirements.

4.2.11 a. Provide neither compensation nor gifts to Service members for services performed while participating in the program.

b. The Emoluments Clause prohibits receipt of consulting fees, gifts, travel expenses, honoraria, or salary by all active and retired military personnel, officer and enlisted, Regular and Reserve, from a foreign government unless Congressional consent is first obtained. Consent is provided by Congress in 37 U.S.C. § 908, which requires advance approval from the relevant Service Secretary and the Secretary of State before accepting employment, consulting fees, gifts, travel expenses, honoraria or salary from a foreign government.

c. Domestic Partnerships participating as an authorized SkillBridge organization may not distribute partnership profits to participants or to retired personnel that do not comply with the Emoluments Clause. The Emoluments Clause may apply to monies they receive through employment with a domestic partnership or a limited liability company, such as a law firm or consulting business. This is so even if the foreign government is not one of the retiree's clients. Accepting a share of partnership profits that is derived from the partnership's representation of a foreign government is considered an emolument, even if the retiree did not provide direct services to the foreign government client.

4.2.12 Coordinate with MCTO on matters of participant compliance with other restrictions on acceptance of compensation and gifts, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. §§ 201-209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (15 May 2024).

4.2.13 Ensure opportunity does not create a conflict of interest for the Service member, as defined in DoDI 1332.35 or other guidance provided by the Military Departments.

4.2.14 Ensure all information provided on the DoD SkillBridge website, including the status of active recruitment, details about training programs, and points of contact, is kept up to date and accurately reflects the current opportunities and conditions of their SkillBridge offerings.

4.2.15 Submit a request for approval of any new elements or programs to add to their DoD SkillBridge offerings, accompanied by a detailed training plan for each change. This plan should outline the objectives, structure, duration, and expected outcomes of the training, ensuring alignment with the SkillBridge program's goals and standards.

4.2.16 Appoint a representative to maintain continuing liaison with MCTO, the Military Departments, and military installation SkillBridge managers.

4.2.17 Assume overall responsibility for the execution of its SkillBridge program, both on and off participating military installations, as applicable.

4.2.18 Provide a structured and safe training environment for Service members that fully complies with all applicable labor, employment, and workplace safety laws, regulations, and standards to ensure a secure and productive learning experience.

4.2.19 Notify the appropriate Military Department, SkillBridge installation liaison, or command approving authority immediately upon discovery of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.

4.2.20 Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).

4.2.21 Upon request, provide MCTO outcome data on the salary, hire and retention rates to include percentage of immediate hire employment offers.

4.2.22 At a minimum, provide program participation data at 90-, and 180-day post-program employment or at the request of MCTO. At a minimum, data will include the number of participants accepted into the program, their Military Service association, the number of participants who complete the program, the number of participants offered qualifying employment, the number of participants who accepted qualifying employment, the industry of the employment offer, and their starting salary offer.

4.2.23 Not suggest or imply official DoD or Military Department sanction or endorsement of their organization's products or services because of participation in the SkillBridge program or otherwise.

4.2.24 Inform the respective Installation Public Affairs Office (PAO) when any local or regional media coverage is expected relating to the SkillBridge program and MCTO when national media coverage is expected. Include all materials intended for use in connection with such coverage in the notification to the respective Installation PAO and MCTO in the case of national media coverage. This requirement does not include communications conducted solely through their own marketing or social media platforms.

4.2.25 Only use the DoD SkillBridge name and logo as an approved SkillBridge provider in conjunction with DoD authorized provider programs. Approved use includes provider informing audiences of their participation in the program on websites and resource material used to support the DoD SkillBridge participants. The provider will include a disclaimer in each case to avoid the appearance of DoD endorsement of their products or services. All other proposed uses must be approved by MCTO. The DoD SkillBridge name and logo may not be used for commercial use, such as for-profit activities or advertisement of business, services, or products, or to imply endorsement of the provider by the DoD.

4.3 DoD SkillBridge authorized Third Party Providers (i.e., organizations facilitating SkillBridge opportunities (compensated or not) on behalf of another line of business within their agency or with external employers) _____ will:

4.3.1 Manage and coordinate SkillBridge opportunities on behalf of employers or providers (e.g., federal, state, or private sector business) who are in good standing with U.S. state oversight.

4.3.2 Maintain regular communication with Service members who are SkillBridge program participants and their host employers.

4.3.3 Report, list, and account for all employers being hosted under the organizations umbrella.

4.3.4 Ensure that every employer or organization sponsored, has separate and distinct DoD SkillBridge MOU for MCTO accountability.

4.4 Federal and state recognized tribal nations, as sovereign and self-governing, will oversee and approve SkillBridge activities conducted within their jurisdiction in alignment with the UCMJ, applicable ethics requirements for Service members, and DoD SkillBridge program guidelines.

5. GENERAL PROVISIONS:

5.1 POINTS OF CONTACT. The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the Office of the USD(P&R) –
DoD SkillBridge Program
Military -Civilian Transition Office, Suite 05E22
4800 Mark Center Drive
Alexandria, VA 22350-4000

5.2. CORRESPONDENCE. All official correspondence should be conducted through the DoD SkillBridge website at: <https://skillbridge.osd.mil/contacts.htm>

5.3 REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety biannually for nonfederal entities and triennially for federal and local government entities, and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

5.4 FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

5.5 DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive orders, Directives, or Instructions, be resolved by consultation between the Parties in accordance with DoDI 4000.19 “Support Agreements”.

5.6 NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize that this agreement does not constitute DoD endorsement of _____ or any of its products or services.

5.7 TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

5.8 TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, fail to comply with the terms of this MOU. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, commits ethical violations, demonstrates non-compliance with program requirements, fails to adhere to its own training plan, or if grievances from DoD SkillBridge participants regarding the provider’s operations, conduct, or workplace environment are validated.

5.9 SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY: Either the DoD or _____ may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with _____ if it determines that the Service member is not being utilized by _____ consistent with the goals of the Program. Prior to releasing the Service member, DoD and _____ shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, each party retains ultimate right to end the Program after consultation with the other party.

5.10 CONSENT TO IDENTIFICATION: Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed.

5.11 ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

5.12 EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.13 EXPIRATION DATE. This MOU expires on _____.

AGREED:

Name _____ Title/Position _____

Signature _____ Date _____

For the SkillBridge Program Office

Name _____ Title _____

Signature _____ Date _____



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: 26-167

Agenda Date: 3/11/2026

Agenda #:

Community Concerns-Discussion