



## December 17, 2025 AGENDA ITEM #5

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Approve an agreement with Motorola Solutions, LLC for the purchase of Motorola radios and software to support the Mobility Authority's roadside safety program

Strategic Plan Relevance:	Safety, Service
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not to exceed \$60,432.60
Funding Source:	FY25 Operating Budget
Action Requested:	Consideration and approval of recommendation

**Project Description/Background:** Roadside assistance is crucial for a safe and efficient transportation network, primarily by enhancing traveler safety and providing immediate protection to vulnerable occupants during vehicle incidents. A prompt roadside assistance response secures the scene, minimizes exposure to active traffic, and is key to mitigating secondary crashes, which are often more severe than the initial incident. Furthermore, the rapid clearance of disabled vehicles is vital for keeping traffic moving by minimizing lane blockages and reducing the "rubbernecking" slowdown effect that causes severe congestion. Finally, for service providers, competent and swift roadside assistance delivery ensures a positive customer experience and reinforces long-term brand loyalty.

In 2017, the Mobility Authority executed an agreement with TxDOT to provide roadside assistance and incident response services on MoPac under its HERO program. The service was expanded to the 290 Toll and 183 Toll in 2024. Notice to Proceed to expand services to the 183A Toll was submitted in June 2025 following the Board's adoption of the FY26 Operating Budget. These valuable services will be expanded to support the 183 Express Lanes when they open in early 2026.

To reduce the burden to TxDOT's traffic management center operations caused by the

service expansion, increase efficiency, and reduce costs, the Mobility Authority's Traffic Incident Management (TIM) Center staff will assume responsibility for dispatching HERO services for the Mobility Authority's roadways. Communication between the TIM Center and HERO operators is facilitated between Motorola portable radios, requiring the Mobility Authority to purchase similar equipment.

**Current Action:** Today's action seeks approval to purchase six (6) APX N70 XE single-band, smart radios and related hardware to allow the Mobility Authority's traffic and incident management operators to communicate directly with TxDOT's vendor to dispatch HERO services for Mobility Authority roadways. The purchase also provides for five (5) years APX NEXT SmartConnect subscriptions, Motorola Solution's suite of broadband data services for their public safety radios. This subscription includes features such as real-time location (SmartMapping), messaging (SmartMessaging), and use of Wi-Fi or LTE/5G networks (SmartConnect).

**The total cost is \$60,432.60.** Motorola Solutions is the manufacturer of Motorola radio equipment and software. These products are sold exclusively by Motorola Solutions and our authorized Manufacturer's Representatives directly to qualified customers and are not sold through any other distribution channel or network. These direct only products are available on competitively bid cooperative purchasing contracts such as H-GAC and Texas DIR, but these transactions are still Direct sales with Purchase Orders going to Motorola Solutions.

*About Motorola Solutions* – Motorola Solutions is an approved Texas Department of Information Resources (DIR) vendor for IT products and services including computer hardware, software, and temporary IT staffing services. DIR's Cooperative (Co-op) Contracts program is a streamlined cooperative purchasing program for state and local government, public education, and other public entities in Texas, as well as public entities outside the state. Motorola Solutions' contract with DIR, contract # DIR-CPO-5433, expires on December 5, 2029.

**Previous Actions:** In August 2020, the Mobility Authority's Board approved an Interlocal Agreement (ILA) with TxDOT for HERO services. The total not to exceed amount was \$3,482,914.54; however, the contract scope was limited to the MoPac North Express Lane, which reduced the total contract cost to \$443,486.61. The ILA expired on August 31, 2023.

A new interlocal agreement was approved by the Mobility Authority's Board in August 2023 for an amount not to exceed \$6,041,675.64.

In October 2024, the Board approved an amendment which modified the scope and increased the agreement's not-to-exceed value to \$11,904,408 with a termination date of August 31, 2028.

On March 26, 2025, the Board approved a second amendment adding to the list of covered roadways and reducing the scope of services for the MoPac North Express Lane. The ILA's value and term remained unchanged.

**Financing:** FY26 Operating Budget

**Staff Recommendation** – Staff recommends contracting with Motorola Solutions to purchase portable radio technology and related software in support of the Mobility Authority's roadside assistance program through their contract with the Department of Information Resources (DIR). Pursuant to Texas Government Code Section 2054.0565 and the Mobility Authority's Policy Code, use of the DIR contract with Motorola Solutions, LLC satisfies all competitive purchasing requirements.

**Backup provided:**

- Draft Resolution
- Motorola Solutions Quote – APX N70 portable radios and software
- Motorola Solutions Sole Source Ltr – Astro 25 radios and software
- DIR Public Records Act Agreement – APX N70 portable radios and software
- DIR Vendor Agreement – APX N70 portable radios and software
- DIR-CPO-5433 Contract Documents

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 25-0XX**

**APPROVING AN AGREEMENT WITH MOTOROLA SOLUTIONS, LLC FOR THE  
PURCHASE OF RADIOS AND SOFTWARE TO SUPPORT THE MOBILITY  
AUTHORITY'S ROADSIDE ASSISTANCE PROGRAM**

WHEREAS, by Resolution No. 23-030, dated August 16, 2023, the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) for the administration the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas including Mobility Authority facilities; and

WHEREAS, in 2024, HERO service has expanded since to support 290 Toll and 183A Toll and, in 2026, HERO services will continue to expand to support the 183 North Express Lanes; and

WHEREAS, to increase efficiency, and reduce costs, the Mobility Authority's Traffic Incident Management (TIM) Center staff will manage dispatching HERO services for the Mobility Authority's roadways; and

WHEREAS, HERO operators utilize Motorola portable radios, requiring the Mobility Authority to purchase similar equipment; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may use the Texas Department of Information Resources cooperative contract with Motorola Solutions, LLC to purchase Motorola portable radios and related software without the need to seek competitive bids; and

WHEREAS, Motorola portable radios and related software can be purchased from Motorola Solutions, LLC through Texas Department of Information Resources (DIR) Contract No. DIR-CPO-5433; and

WHEREAS, the Executive Director has obtained pricing for (6) APX N70 XE single-band smart radios and related hardware to support the Mobility Authority's roadside safety program which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends approving the acquisition of (6) APX N70 XE single-band smart radios and related hardware in an amount not to exceed \$60,432.60 from Motorola Solutions, LLC through their DIR cooperative contract.

NOW THEREFORE BE IT RESOLVED in order increase efficiency and to support the Mobility Authority's roadside safety program, the Board of Directors authorizes the Executive Director to enter into an agreement with Motorola Solutions, LLC to purchase Motorola portable

radios and related software in an amount not to exceed \$60,432.60 through their cooperative contract with the Texas Department of Information Resources.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17<sup>th</sup> day of December 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Robert W. Jenkins, Jr.  
Chairman, Board of Directors

**Exhibit A**

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Motorola Solutions, Inc.  
7904 N. Sam Houston Parkway West #325  
Houston, TX 77064

December 3rd, 2025

CTRMA  
3300 N Interstate 35 Frontage Rd  
Austin, TX 78705

Motorola Solutions Inc is the manufacturer of Motorola Radio equipment and software that is sold globally for both Mission critical and Business Critical communications. Our Mission Critical communications equipment is sold in the United States for Project 25 standards-based systems under the Astro 25 portfolio of products.

The Astro 25 portfolio of products are sold exclusively by Motorola Solutions and our authorized Manufacturer's Representatives directly to qualified customers and are not sold through any other distribution channel or network. These direct only products are available on competitively bid cooperative purchasing contracts such as **H-GAC** and **Texas DIR**, but these transactions are still Direct sales with Purchase Orders going to Motorola Solutions.

If I can be of further assistance, please let me know.



James Morgan  
Government Sales Manager- Texas  
Motorola Solutions, Inc

Billing Address:  
CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY  
301 CONGRESS AVE STE 650  
AUSTIN, TX 78701  
US

Shipping Address:  
CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY  
301 CONGRESS AVE STE 650  
AUSTIN, TX 78701  
US

Quote Date:11/17/2025  
Expiration Date:12/22/2025  
Quote Created By:  
Nicholas Czubernat  
Inside Sales Rep  
Nick.Czubernat@  
motorolasolutions.com  
312-833-4529

End Customer:  
CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

AGREEMENT: STATE OF TEXAS  
Freight Terms:FREIGHT PREPAID  
Payment Terms:30 NET

## 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](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	6		\$5,365.00	\$3,648.20	\$21,889.20
1a	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	6		\$0.00	\$0.00	\$0.00
1b	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	6		\$0.00	\$0.00	\$0.00
1c	H499KC	ENH: SUBMERSIBLE (DELTA T)	6		\$0.00	\$0.00	\$0.00
1d	BD00001AA	ADD: CORE BUNDLE	6		\$3,323.00	\$2,259.64	\$13,557.84
1e	BD00010AB	ADD: SECURITY BUNDLE	6		\$1,227.00	\$834.36	\$5,006.16
1f	BD00040AD	ADD: PROVISIONING NON-FEDERAL BUNDLE	6		\$353.00	\$240.04	\$1,440.24
1g	Q387CB	ADD: MULTICAST VOTING SCAN	6		\$0.00	\$0.00	\$0.00
1h	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	6		\$0.00	\$0.00	\$0.00
1i	QA03399AK	ADD: ENHANCED DATA	6		\$0.00	\$0.00	\$0.00



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	QA09001AM	ADD: WIFI CAPABILITY	6		\$0.00	\$0.00	\$0.00
1k	QA09028AA	ADD: VIQI VC RADIO OPERATION	6		\$0.00	\$0.00	\$0.00
1l	QA01771AB	SOFTWARE LICENSE ENH: ENHANCEMENT LEVEL 2	6		\$165.00	\$112.20	\$673.20
1m	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	6		\$0.00	\$0.00	\$0.00
1n	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	6		\$0.00	\$0.00	\$0.00
1o	QA09772AA	ENH: MULTI-CODE PLUG PROGRAMMING	6		\$0.00	\$0.00	\$0.00
1p	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	6		\$0.00	\$0.00	\$0.00
1q	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	6		\$0.00	\$0.00	\$0.00
1r	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	6		\$0.00	\$0.00	\$0.00
1s	QA07680AA	ADD: MULTI SYSTEM OTAR	6		\$0.00	\$0.00	\$0.00
1t	H38DA	ADD: SMARTZONE OPERATION	6		\$0.00	\$0.00	\$0.00
1u	Q361CD	ADD: P25 9600 BAUD TRUNKING	6		\$0.00	\$0.00	\$0.00
1v	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	6		\$0.00	\$0.00	\$0.00
1w	QA00580BA	ADD: TDMA OPERATION	6		\$0.00	\$0.00	\$0.00
2	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
3	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
4	LSV01S03060A	APX N70 DMS ESSENTIAL	6	5 YEARS	\$343.20	\$343.20	\$2,059.20
5	LSV01S03082A	RADIOCENTRAL PROGRAMMING	6	5 YEARS	\$160.20	\$160.20	\$961.20
6	SSV01S01407A	SMARTPROGRAMMING	6	5 YEARS	\$375.00	\$375.00	\$2,250.00
7	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	6	5 YEARS	\$375.00	\$375.00	\$2,250.00
8	SSV01S01476A	SMARTLOCATE	6	5 YEARS	\$375.00	\$375.00	\$2,250.00



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9	SSV01S01907A	SMARTMAPPING	6	5 YEARS	\$375.00	\$375.00	\$2,250.00
10	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T	6		\$225.50	\$169.13	\$1,014.78
11	PMPN4604ATAA	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	6		\$241.50	\$181.13	\$1,086.78
12	PMLN8265A	HEADBAND HEADSET W/ NEXUS	6		\$336.00	\$252.00	\$1,512.00
13	PMLN8297A	GCAI-MINI PTT NEXUS ADAPTER	6		\$496.00	\$372.00	\$2,232.00

Grand Total

**\$60,432.60(USD)**

### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

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

Motorola Solutions, Inc.

Customer

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

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

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

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

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

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

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

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

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



## APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

### OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

### DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

### ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



### Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

## Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

### Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

## Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

## Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

## Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



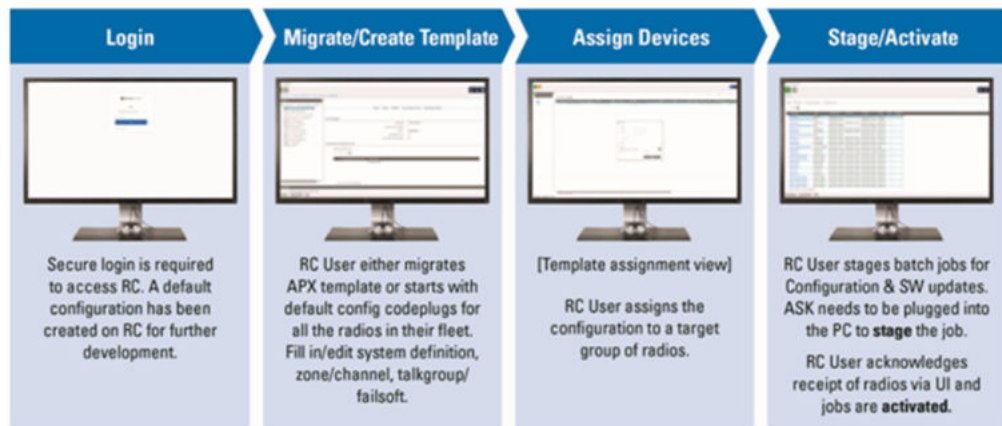


Figure 1: APX N70 Provisioning via Radio Central



## APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

### OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

### HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

### MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

### CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

## LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

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

## DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

#### **CUSTOMER RESPONSIBILITIES**

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

#### **LIMITATIONS AND EXCLUSIONS**

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## **Software Maintenance**

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

#### **CUSTOMER RESPONSIBILITIES**

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## **MyView Portal Access**

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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**MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

**CUSTOMER RESPONSIBILITIES**

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



## Public Records Act Agreement

Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Authority's possession, including materials submitted by Contractor, are subject to the provisions of the Texas Public Information Act (see Texas Government Code § 552.001). Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the Authority will endeavor to advise Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Authority be responsible or liable to Contractor or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Authority or its officers, employees, contractors or consultants.

In the event of litigation concerning the disclosure of any material marked by Contractor as "Trade Secret" or "Confidential," the Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including reasonable attorneys' fees and costs, incurred by the Authority in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Contractor.

**MOTOROLA SOLUTIONS, INC.**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
[name]

[title]

\_\_\_\_\_  
James M. Bass

Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Motorola Solutions, LLC have entered into an Agreement **in an amount not to exceed \$60,432.50** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract #DIR-CPO-5433 for the services described in this proposal. All terms and conditions of Texas Department of Information Resources Contract # DIR-CPO-5433 are applicable to and made part of this agreement.

**MOTOROLA SOLUTIONS, LLC**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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[name]

[title]

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James M. Bass

Executive Director

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Date

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Date