

A Regular Meeting of the Westmoreland County Board of Supervisors was held Wednesday, November 13, 2024 in the public meeting room of the George D. English, Sr. Memorial Building, located at 111 Polk Street, Montross, Virginia. Those members present were Darryl E. Fisher, W. W. Hynson, Jeffrey McCormack, Timothy Trivett, and Matthew Ingram. Also present were Richard Stuart, County Attorney, Donna Cogswell, Interim County Administrator, and Karen Foxwell, Finance Director.

1. CALL TO ORDER

Chairman Fisher called the meeting to order at 6:07 p.m.

2. CONSENT AGENDA

a. Approval of/ Amendment to Board Agenda

The Chairman stated that all Board members should have received a copy of the agenda and asked if there are any additions or changes, if not, the Chairman asked for a motion to approve the agenda, as presented.

Mr. McCormack asked to amend the agenda by adding action item 4c. Memorandum of Understanding between the County and DWR regarding purchase of the property in Coles Point for a potential public boat ramp.

With no discussion and upon Motion by Mr. McCormack, Seconded by Mr. Trivett and carried unanimously, the Board approved the agenda with the noted amendment.

b. Approval of Board Minutes

The Chairman noted that everyone should have received a copy of the minutes for the October 16, 2024, October 28, 2024, and October 31, 2024 meetings. The Chairman asked if any changes need to be made to the minutes, if not, he asked for a motion to approve.

With no discussion, upon Motion by Mr. Hynson, and Seconded by Mr. McCormack and carried unanimously, the Board approved the minutes from the October 16, 2024, October 28<sup>th</sup>, 2024, and October 31, 2024, as presented.

c. Approval of Accounts Payable & Payroll Register

Chairman Fisher stated that you all received the Accounts Payable and Payroll Register and asked if there were any questions, observations or concerns. If not, Chairman Fisher asked for a motion to approve the Payroll Register and Accounts Payable as presented for October 2024.

With no discussion, upon Motion by Mr. Hynson and Seconded by Mr. McCormack and carried unanimously with Mr. Ingram, Mr. Hynson, Mr. Trivett, and the Chairman vote "aye". The Board approved the Accounts Payable and Payroll Register as presented for October 2024.

d. Appropriations Increase/ Decrease

i. Appropriation for DSS- Line up County and State Budgets

Keri Cusick, Director of Social Services, was present to discuss the appropriation.

Ms. Cusick stated that she came before the Board to request an appropriation of \$3,750. \$3,000 of those funds are for the family partnership meetings that were held, incentive funds, and the remainder, \$750, is for the foster children's placement in the County, and no local funds are needed.

The Chairman asked the Board if there were any questions or comments. If not, the Chairman asked for a motion to approve. Upon Motion by Mr. McCormack and Seconded by Mr. Hynson and carried unanimously with Mr. Trivett, Mr. Ingram, Mr. Hynson, Mr. McCormack, and the Chairman voted "aye". The Board approved the appropriation in the amount of \$3,750.00.

Ms. Cusick noted that they had their second annual Halloween event at Westmoreland High School and gave out candy to over 350 kids. They are anticipating having a family resource fair at Westmoreland High School in June 2025.

**\*\* Appropriation for Social Services on next page \*\***

WESTMORELAND COUNTY  
APPROPRIATION INCREASE/DECREASE REQUEST  
FY 2024-2025

I, Keri Cusick Director at Social Services, HEREBY REQUEST A  
SUPPLEMENTAL APPROPRIATION INCREASE/DECREASE FOR THE FOLLOWING:

FUND # 105  
DEPARTMENT NAME & NUMBER DEPARTMENT OF SOCIAL SERVICES 105

EXPENDITURES					
(1) INCREASE	/DECREASE	LINE ITEM #	4-105-053100-6001	BY \$	3,750.00
(2) INCREASE	/DECREASE	LINE ITEM #			
(3) INCREASE	/DECREASE	LINE ITEM #			
(4) INCREASE	/DECREASE	LINE ITEM #			
(5) INCREASE	/DECREASE	LINE ITEM #			
(6) INCREASE	/DECREASE	LINE ITEM #			
(7) INCREASE	/DECREASE	LINE ITEM #			
(8) INCREASE	/DECREASE	LINE ITEM #			
(9) INCREASE	/DECREASE	LINE ITEM #			
(10) INCREASE	/DECREASE	LINE ITEM #		BY \$	
TOTAL:					\$ 3,750.00

REVENUE					
(1) INCREASE	/DECREASE	LINE ITEM #	3-105-33050-0001		1,875.00
(2) INCREASE	/DECREASE	LINE ITEM #	3-105-24010-0002		1,293.75
(3) INCREASE	/DECREASE	LINE ITEM #	3-105-41050-0005		581.25
(4) INCREASE	/DECREASE	LINE ITEM #			
(5) INCREASE	/DECREASE	LINE ITEM #			
TOTAL:					\$ 3,750.00

THIS SUPPLEMENTAL APPROPRIATION IS FOR:

To get County Budget in line with the State Budget. No new Local Only Funds are needed.

FUNDS FOR THIS SUPPLEMENTAL WILL COME FROM:

LOCAL ☒ STATE ☒ FEDERAL ☒ OTHER ☐

APPROVAL: AYE/NAY

CHAIRMAN

Keri Cusick  
REQUESTING SIGNATURE  
10/31/2024  
DATE REQUESTED

POSTED

DATE ACTION TAKEN: \_\_\_\_\_

ii. Appropriation for Sheriff's Office/IT- Back up for In car and Body Cameras

Captain Smith of the Sheriff's Office and Cabell Miller, IT Director were present to discuss the appropriation.

Captain Smith stated that the appropriation request is to upgrade the infrastructure for the body and in-car cameras and change the locally based storage to cloud-based. They currently have 26 terabytes of data stored and have run out of space. They keep increasing how much data can be stored but are running out of space. The onsite software has reached its end of life, and the cloud storage would help. He stated that their current software isn't compatible with the new cameras. They aren't able to do maintenance on the cameras if needed, and they have been relying on other counties for patchwork. Captain Smith thanked the Colonial Beach Police Department for donating 15 body cameras. He stated that cloud storage will alleviate the problem and upgrade the on-site servers. It will save the County money in the long run.

Cabell Miller, IT Director, came up to the podium and stated that the appropriation is \$76,550.00, which represents a year-one cost and includes some one-time expenditures for local equipment and the migration process. The one-time cost is \$26,300.00, with an annual expenditure of \$50,250.00 in accordance with the VIDA Contract. It will allow unlimited storage.

The Chairman asked the Board if there were any questions or comments.

Mr. McCormack asked if the requested funds are in addition to what is already in the budget for IT and if there will be an increase in the budget for next year reflecting the annual expenditure cost of \$50,250.00.

Mr. Miller stated that these funds would come from the contingency funds and that, yes, the IT request will increase next year so the Sheriff's Office can replace cameras as needed.

Mr. Hynson asked if this was with Motorola.

Mr. Miller answered yes.

The Chairman asked Ms. Cogswell for any input regarding the appropriation. Ms. Cogswell stated that her understanding is that they are out of space and in desperate need. This is not a want but a need and they must have the capability to back up critical information.

The Chairman confirmed these funds will come out of the contingency fund and will plan accordingly in the next budget cycle.

Ms. Cogswell stated this is the first-time contingency has been touched this fiscal year.

With no further discussion, upon Motion by Mr. Ingram and Seconded by Mr. Hynson and carried unanimously with Mr. Ingram, Mr. Hynson, Mr. McCormack, and the Chairman voted "aye". The Board approved the appropriation for the Sheriff's Office/IT backup up for in-car and body cameras in the amount of \$76,550.00

**\*\* Appropriation for the Sherriff's Office / IT on next page \*\***

REVISION # BS \_\_\_\_\_

WESTMORELAND COUNTY  
APPROPRIATION INCREASE/DECREASE REQUEST  
FY 2024-2025

I Karen Foxwell Finance, HEREBY REQUEST A  
SUPPLEMENTAL APPROPRIATION INCREASE/DECREASE FOR THE FOLLOWING:

FUND # 100  
DEPARTMENT NAME & NUMBER SHERIFF DEPT.

EXPENDITURES

(1) INCREASE /DECREASE LINE ITEM #	<u>4-100-031200-3320</u>	BY \$	<u>76,550.00</u>
(2) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(3) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(4) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(5) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(6) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(7) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(8) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(9) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(10) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
TOTAL:		\$	<u>76,550.00</u>

(1) INCREASE /DECREASE LINE ITEM #	<u>4-100-93900-9299</u>	BY \$	<u>76,550.00</u>
(2) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(3) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(4) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
(5) INCREASE /DECREASE LINE ITEM #	_____	BY \$	_____
TOTAL:		\$	<u>76,550.00</u>

THIS SUPPLEMENTAL APPROPRIATION IS FOR MOTOROLA VIDEO MANAGEMENT

FUNDS FOR THIS SUPPLEMENTAL WILL COME FROM: Contingency Fund

LOCAL	STATE	FEDERAL	OTHER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Karen A. Foxwell  
REQUESTING SIGNATURE

DATE REQUESTED

2024/11 11-15-24





QUOTE-2864698  
Video Management

Billing Address:  
WESTMORELAND COUNTY  
SHERIFFS OFFICE  
PO BOX 1000  
MONTROSS, VA 22520  
US

Shipping Address:  
WESTMORELAND COUNTY  
SHERIFFS OFFICE  
175 POLK ST  
MONTROSS, VA 22520  
US

Quote Date:10/24/2024  
Expiration Date:12/23/2024  
Quote Created By:  
Patricia McCord  
pattymccord@comm-spec.net  
540-373-0778

End Customer:  
WESTMORELAND COUNTY SHERIFFS  
OFFICE  
Cabell Miller  
cmiller@westmoreland-county.org  
804-493-0130 x2176

Contract: 36881-Watchguard-VITA  
VA-230420-MSI  
Freight Terms:FREIGHT PREPAID  
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	List Price	Contract Price	Disc %	Disc \$	Ext. Sale Price
		VideoManager EL or EX: Video Evidence Management							
1	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$20,000.00	\$16,000.00	20.0%	\$4,000.00	\$16,000.00
2	WGW00166-100	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	25		\$505.00	\$404.00	20.0%	\$101.00	\$10,100.00
3	SSV00S01450B	LEARNER LXP SUBSCRIPTION	50	1 YEAR	\$0.00	\$0.00	0.0%	\$0.00	\$0.00
4	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS	25	1 YEAR	\$1,118.75	\$895.00	20.0%	\$223.75	\$22,375.00



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.  
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QUOTE-2864698  
Video Management

Line #	Item Number	Description	Qty	Term	List Price	Contract Price	Disc %	Disc \$	Ext. Sale Price
5	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA	25	1 YEAR	\$868.75	\$695.00	20.0%	\$173.75	\$17,375.00
6	WGC01013	VIRTUAL UPLOAD APPLIANCE	1	1 YEAR	\$1,875.00	\$1,500.00	20.0%	\$375.00	\$1,500.00
7	WGC01003	ADDITIONAL DATA STORAGE, LOCAL REDUNDANT, ANNUALLY PER TB	25	1 YEAR	\$450.00	\$360.00	20.0%	\$90.00	\$9,000.00
8	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		\$250.00	\$200.00	20.0%	\$50.00	\$200.00

Grand Total

\$76,550.00(USD)

Notes:

- 36881 - WATCHGUARD-VITA VA-230420-MSI
- 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.



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## VIDEOManager EL CLOUD SOLUTION DESCRIPTION

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

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



### VIDEO EVIDENCE MANAGEMENT

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

#### Simplified Evidence Review

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

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

#### Easy Evidence Sharing

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

#### Automatic Data Maintenance

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

#### Security

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



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

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

**DEVICE MANAGEMENT**

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

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

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

**REPORTING**

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



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## **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



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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.



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#### **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).



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QUOTE-2864698  
Video Management

#### 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



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- 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.



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- 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.



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**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.



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## 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.



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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.



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- 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.



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## 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.



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- 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.



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- 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



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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.



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**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:



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- 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.



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**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.



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## 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.



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- 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.



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## 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.



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## ASSUMPTIONS

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

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



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



Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the Legal Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)





## LEARNING SUBSCRIPTION STATEMENT OF WORK

### OVERVIEW

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

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

### DESCRIPTION OF SERVICE

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

### DEFINITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

#### SCOPE

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

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

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

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

#### MOTOROLA SOLUTIONS RESPONSIBILITIES

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



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#### **LIMITATIONS AND EXCLUSIONS**

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

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

#### **CUSTOMER RESPONSIBILITIES**

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



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**TECHNICAL SUPPORT INCIDENT PRIORITY LEVELS AND RESOLUTION TIMES**

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

**YOUR CONTENT**

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

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

**YOUR REPRESENTATIONS AND WARRANTIES REGARDING CONTENT**

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



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

#### **MOTOROLA ACCESS TO CONTENT**

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

#### **WIND DOWN OF SUBSCRIPTION SOFTWARE**

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

#### **MODIFICATIONS**

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



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### 3. STAFF/COMMITTEES/ORGANIZATION REPORTS AND PRESENTATIONS

#### a. VDOT

##### i. Monthly Report

The Chairman stated that Mr. Beale and Mr. White could not attend this meeting due to circumstances beyond their control. The update from VDOT has been provided, but any Board members with any concerns can send them to Ms. Cogswell, who will forward them to VDOT.



#### Westmoreland County Board of Supervisors November 2024 VDOT Report

##### Maintenance Activity Highlights

###### Completed:

- Shoulder repair (Rt 203 Oldhams Rd )
- Brush cutting (Rt 600 Nomini Grove Rd, Rt 638 Leedstown Rd)
- Mowing and litter removal countywide
- Pothole patching (Rt 680 Salisbury Park Rd, Westmoreland Shores)
- Snow season preparation
- Address work orders countywide

###### Upcoming:

- Brush cutting (Rt 624 Grants Hill Church Rd, Rt 637 Rappahannock Rd)
- Ditch cleaning (Rt 711 Bushfield Rd, Rt 680 Salisbury Park Rd)
- Grade gravel roads countywide
- Patching potholes countywide
- Concrete drainage inlet repairs (Rt 3)
- Address work orders countywide

##### Construction Projects

###### SSYP:

Rt 652 Charles Way; Summer 2026      Rt 685 Ashbury Rd; Summer 2028  
Rt 610 Skipjack Rd; Summer 2029

###### HSIP:

Rt 202 paved shoulder (Rt 3 to Nomini Creek Bridge); 2025 Construction  
Rt 3 paved shoulder (County line to Oak Grove); 2025 Construction

###### Revenue Sharing:

Deux Rue; Summer 2024	Holly Way Ph III; Summer 2024
Hickory Ln; Summer 2025	Birch Ln; Summer 2025
Woodmount Dr; Summer 2025	Pinewood Ln; Summer 2025
Lakeview Ln; Summer 2026	Rt 610 Skipjack Rd; Summer 2029

###### Bridge:

UPC 123364 Rt. 205 over Branch of Rosier Creek; Scour Repair; ***Under Construction***  
UPC 121539 Rt. 658 over Monroe Creek; ***Under Construction***

###### Contacts:

VDOT Customer Service Center: 1-800-FOR-ROAD



b. Resolutions

The Chairman stated that next on the agenda are resolutions for the people who are retiring and have been with the County for a long time. He noted that he is learning that when people have longevity with an organization and local government, it speaks about their commitment to what they do. They have proven to be a valuable asset in the County they serve, and these individuals being recognized tonight have certainly played a valuable part in the betterment of Westmoreland County.

i. Lloyd Willis

Mr. Willis was not present to receive the resolution that was prepared, and the Chairman read the resolution below in honor of his retirement. After the resolution was read, the Chairman asked for a motion to adopt the resolution in honor of Lloyd Willis' retirement. With no further discussion, Motion by Mr. Ingram and Seconded by Mr. Hynson, with Mr. Trivett, Mr. Ingram, Mr. McCormack, Mr. Hynson, and Chairman vote, "aye". The Board approved to adopt the Resolution in honor of Mr. Willis's retirement.

**\*\*NEXT PAGE- RESOLUTION\*\***

DARRYL E. FISHER  
ELECTION DISTRICT NO. 1  
MADUE, VIRGINIA 22469

JEFFREY A. MCCORMACK  
ELECTION DISTRICT NO. 2  
MONTROSS, VIRGINIA 22520

MATTHEW D. INGRAM  
ELECTION DISTRICT NO. 3  
MONTROSS, VIRGINIA 22520

W. W. HYNSON  
ELECTION DISTRICT NO. 4  
COLONIAL BEACH, VIRGINIA 22443

TIMOTHY J. TRIVETT  
ELECTION DISTRICT NO. 5  
COLONIAL BEACH, VIRGINIA 22443



Danna L. Cogswell  
Interim County Administrator  
P. O. BOX 1000  
MONTROSS, VIRGINIA 22520-1000  
PHONE: 804/423-6130  
FAX: 804/423-6134  
E-mail: dcogswell@westmoreland-county.org  
Web Page: www.westmoreland-county.org

WESTMORELAND COUNTY, VIRGINIA

*Board of Supervisors*

MONTROSS, VIRGINIA 22520-1000

Resolution Honoring

**LLOYD WILLIS**

On His Retirement



**WHEREAS**, Lloyd Willis has served the County for 18 years as Maintenance Specialist in the Maintenance Department; and

**WHEREAS**, during his career, Lloyd has performed his duties and fulfilled his responsibilities in an exemplary manner and consistently demonstrated his personal commitment to providing exceptional service to the citizens of Westmoreland County; and

**WHEREAS**, the professionalism and dedication consistently exemplified by Lloyd is worthy of the highest commendation.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Westmoreland County hereby extend to Lloyd Willis our sincere and grateful appreciation for his dedicated service to the taxpayers of Westmoreland County, congratulate him on a well-earned retirement, and extend our best wishes to him for continued success, happiness, and good health in the years to come.

Adopted this 13th day of November, 2024.

*Darryl E. Fisher*

Chairman, Board of Supervisors  
Westmoreland County, VA



ii. Rhoda Rose

Ms. Rose was not present to receive the resolution that was prepared, and the Chairman read the resolution below in honor of her retirement. After the resolution was read, the Chairman asked for a motion to adopt the resolution in honor of Rhoda Rose's retirement. With no further discussion, Motion by Mr. Ingram and Seconded by Mr. Hynson, with Mr. Trivett, Mr. Ingram, Mr. McCormack, Mr. Hynson, and Chairman vote, "aye". The Board approved the Resolution in honor of Ms. Rose's retirement.

**\*\* NEXT PAGE- RESOLUTION\*\***

DARRYL E. FISHER  
ELECTION DISTRICT NO. 1  
HAQUE, VIRGINIA 22439

JEFFREY A. MCCORMACK  
ELECTION DISTRICT NO. 2  
MONTROSS, VIRGINIA 22520

MATTHEW D. INGRAM  
ELECTION DISTRICT NO. 3  
MONTROSS, VIRGINIA 22520

W. W. HYNSON  
ELECTION DISTRICT NO. 4  
COLONIAL BEACH, VIRGINIA 22443

TIMOTHY J. TRIVETT  
ELECTION DISTRICT NO. 5  
COLONIAL BEACH, VIRGINIA 22443



Donna L. Cogswell  
Interim County Administrator  
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Web Page: www.westmoreland-county.org

WESTMORELAND COUNTY, VIRGINIA

*Board of Supervisors*

MONTROSS, VIRGINIA 22520-1000

Resolution Honoring

***RHODA ROSE***

On Her Retirement



**WHEREAS**, Rhoda Rose has served the County for 6 years as Finance Staff Specialist in the Finance Department; and

**WHEREAS**, during her tenure in the Finance Department, Rhoda performed her duties and responsibilities in an exemplary manner and consistently demonstrated her personal commitment to providing exceptional service to the employees of Westmoreland County; and

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Westmoreland County hereby extend to Rhoda Rose our sincere and grateful appreciation for her dedicated service to Westmoreland County, congratulate her on a well-earned retirement, and extend our best wishes to her for continued success, happiness, and good health in the years to come.

Adopted this 13th day of November, 2024.

*Darryl E. Fisher*

Chairman, Board of Supervisors  
Westmoreland County, VA



iii. Billy Taylor

The Board congratulated Mr. Taylor and read the Resolution in honor of his retirement. After the resolution was read, the Chairman asked for a motion to adopt the resolution in honor of Billy Taylor's retirement.

With no further discussion, Motion by Mr. Ingram and Seconded by Mr. McCormack, with Mr. Trivett, Mr. Ingram, Mr. McCormack, Mr. Hynson and Chairman voted "aye". The Board approved the Resolution in honor of Mr. Taylor's retirement.

**\*\* NEXT PAGE- RESOLUTION\*\***

DARRYL E. FISHER  
ELECTION DISTRICT NO. 1  
HAGUE, VIRGINIA 22449

JEFFREY A. MCCORMACK  
ELECTION DISTRICT NO. 2  
MONTROSS, VIRGINIA 22520

MATTHEW D. INGRAM  
ELECTION DISTRICT NO. 3  
MONTROSS, VIRGINIA 22520

W. W. HYNSON  
ELECTION DISTRICT NO. 4  
COLONIAL BEACH, VIRGINIA 22443

TIMOTHY J. TRIVETT  
ELECTION DISTRICT NO. 5  
COLONIAL BEACH, VIRGINIA 22443



Donna L. Cogswell  
Interim County Administrator  
P. O. BOX 1000  
MONTROSS, VIRGINIA 22520-1000  
PHONE: 804/493-0130  
FAX: 804/493-0134  
E-mail: dcogswell@westmoreland-county.org  
Web Page: www.westmoreland-county.org

WESTMORELAND COUNTY, VIRGINIA

*Board of Supervisors*

MONTROSS, VIRGINIA 22520-1000

Resolution Honoring

***WILLIAM TAYLOR, JR.***

On His Retirement



**WHEREAS**, William Taylor, Jr. (Billy) has faithfully served the County for 28 years in the Sheriff's Department, the last 24 years as a Communications Operator/Shift Supervisor for Westmoreland County; and

**WHEREAS**, during his tenure in the Sheriff's Department, Billy has performed his duties and responsibilities in an exemplary manner and consistently demonstrated his personal commitment to providing exceptional service to the citizens of Westmoreland County; and

**WHEREAS**, the professionalism and dedication consistently exemplified by Billy is worthy of the highest commendation.

**NOW, THEREFORE, BE IT RESOLVED** that we the members of the Board of Supervisors for Westmoreland County do hereby extend to William Taylor, Jr. our sincere and grateful appreciation for his exemplary service to Westmoreland County, congratulate him on a well-earned retirement, and extend our best wishes to him for continued success, happiness, and good health in the years to come.

Adopted this 13th day of November, 2024.

*Darryl E. Fisher*

Chairman, Board of Supervisors  
Westmoreland County, VA



The Chairman noted that these individuals have contributed tremendously to Westmoreland County's successes in their various capacities. They have reached a point where they have earned their retirement, and the Board wishes them the best.

c. Shop with the Sheriff

Captain Smith was present and stated that Shop with the Sheriff is an annual event that the sheriff's office holds for underprivileged kids in Westmoreland County and Colonial Beach. Last year, they provided clothes and toys to over 30 children. The money is all donated, and donations are vital to keeping it going each year. Captain Smith noted that the more money donated, the more children they could help; they had come before the Board to get as much funds as possible to help as many families as possible.

Mr. Ingram stated that Shop with the Sheriff is an excellent program. Too often, police are seen at people's worst times in their lives, which will be a great way to change that perspective. Mr. Ingram asked Captain Smith how much they needed for the thirty children and who they needed to contact for donations.

Captain Smith stated that it cost \$12,000 last year for the 30 children to shop with the sheriff, and they can contact 1st Sargent Antwan Smith for donations.

Mr. Ingram thanked the Sheriff's Office and hoped they could spread the word and raise enough money to have 35 or 40 kids this year. He noted that Captain Smith should come to see him after the meeting for a donation.

Mr. Trivett asked Captain Smith if he could expand on Shop with the Sheriff and go through the process.

Captain Smith stated that they get input and lists from the schools and Social Services on which families need help. They have a set amount of money that will be spent for each child; half of the funds will go to clothing, shoes, etc., to get through the winter, and the remainder will go to toys that the children want. The first week in December, they get a big enclosed

trailer and go up to Walmart in Fredericksburg and do a massive 4-5 hour shop, then they bring it back to the sheriff's office, and staff and family of staff wrap the presents. They bring all of the families in on the second week of December.

Mr. McCormack asked if there was an online link for people to give donations.

Captain Smith stated that no online link goes directly to a bank account because all of the donations are funneled through the Treasurer's office, so everything stays above board.

The Chairman stated that many times, people take things for granted because they have so much and don't think about the people who don't only have what they want but also what they need. Programs like this help meet those needs. If everyone can do their part, a lot of people can be helped.

Mr. Hynson stated that he was glad Toys R Us went out of business due to his wanting to play with the toys when his children were smaller; he noted that he was glad that they were able to have fun times in trying to help the children have a nice Christmas.

Mr. Trivett asked Captain Smith if he could give an update on the animal shelter.

Captain Smith stated that they have completed the drain and floor work and the epoxy paint to the floor. The kennels have been paid for and will ship out within 2-3 weeks. He noted that all of the work so far has gone to small Westmoreland County businesses. He has started getting quotes together for the big population area that has 26 kennels; he is hoping to have that put in a Capital Improvement Plan this upcoming budget season for the Board's review.

Mr. Ingram asked what the deadline was for donations.

Captain Smith stated that it was the last week in November.

Mr. Ingram asked everyone to donate if they could to help these children have a great Christmas.



d. Town of Colonial Beach

No one was present to discuss the events in the town due to illness.

e. Town of Montross

No one was present to discuss the events in the town.

4. ACTION ITEMS

a. Consideration of Approval of County Administrator's Employment Agreement

The Chairman stated that the Board has been working diligently and has reached a point where it is ready to ratify the County Administrator's Employment Agreement in this session.

The Chairman thanked the Board for its participation in the process. They have worked hard to craft the agreement with the Individual they are considering.

The Chairman stated that everyone should have a copy of the agreement and have a chance to review it, including the County Attorney. He then asked what the pleasure of the Board was.

Mr. Hynson thanked everyone for working so hard on this process and said that everyone knows the importance of making a good decision. He noted that the credentials of the gentleman they are considering look good to him and that they are lucky to have him come to the County.

The Chairman stated that he is in a position to make a motion to approve the county administrators' employment agreement.

Upon Motion by Mr. Hynson and Seconded by Mr. McCormack, carried unanimously with Mr. Trivett, Mr. Ingram, Mr. McCormack, Mr. Hynson and the Chairman vote "aye". The Board approved the county administrator's employment agreement as presented.

The Chairman stated that the Board is pleased to introduce the individual who is selected to serve as the new county administrator for Westmoreland County and the start date is December the 1<sup>st</sup>, Mr. James Taylor. Mr. Taylor is from Hanover County, and are pleased to have him join us. We are looking forward to hitting the ground running. He thanked Mr. Taylor for accepting and being willing to come to the county to aid and assist at such a time. The Chairman then came from the podium and welcomed Mr. Taylor on behalf of the Board of Supervisors.

Mr. Taylor came to the podium and stated that it was a pleasure to be here tonight and hear the community outreach. He thanked the Board for selecting him for the position and appreciated their confidence in him and working with him to reach the goals of the community. He is excited to get to know the staff and the residents of Westmoreland County. He will look at what makes the County tremendous and look for ways to make it look even better. His goals are to execute the Board's vision, develop a positive work environment, foster relationships, and look for ways to improve. Community engagement and customer service are among the top priorities. He brings experience working in local government, nonprofits, and the private sector. He worked in Hanover County for 24 years, which is the birthplace of Patrick Henry, and felt that it was fitting to come to work for a place that is the Birthplace of George Washington and James Monroe. He received a bachelor's degree in government from William and Mary and a master's degree in public administration from Virginia Commonwealth University. He is a credentialed manager by the International City and Management Association. He has been reviewing the minutes from the previous meetings and noticed that a citizen had recently spoken about what the qualities should be for the next county administrator, such as putting the County first, enforcing the rules, being a strong leader, and not being able to do the right thing. He noted that his goals were to do just that. He thanked his family for their continued support. Westmoreland County is a beautiful place rich in history and tradition; his eyes are wide open to the possibilities here. He is excited to get started.

The Chairman stated that he was happy they were finally able to reach a conclusion and move forward. He thanked Ms. Cogswell for filling in the gap and for all her hard work and continued work. He hopes that moving forward there will be a good working relationship between her and Mr. Taylor.

The Chairman noted that we are at a point now where they need to define where they go from here as a county. With a strategic plan set in motion 30 years ago, every goal and objective has been met, including completing the high school, water and sewer systems, judicial center, etc. In a rural community, nothing happens overnight, such as roads. It takes a lot of time, but it all starts as a plan. He noted that we will move forward to set goals and devise a strategic plan to meet those goals, but it will take time.

**\*\*County Administrator's Employment Agreement on next page\*\***



**WESTMORELAND COUNTY  
COUNTY ADMINISTRATOR  
EMPLOYMENT AGREEMENT**

This AGREEMENT, made and entered into this 1<sup>st</sup> day of November 2024, by and between the COUNTY OF WESTMORELAND, VIRGINIA, hereinafter called "Employer", and JAMES P. TAYLOR, hereinafter called the "Employee".

**WITNESSETH:**

**WHEREAS**, The Employer desires to employ the services of James P. Taylor as County Administrator of the County of Westmoreland, as provided by State Law; and

**WHEREAS**, it is the desire of the Board of Supervisors to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee; and

**WHEREAS**, it is the desire of the Board of Supervisors, (1) to secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when the County may desire to otherwise terminate his employment; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties mutually agree as follows:

**Section 1: Duties**

The Employer hereby agrees to employ James P. Taylor as County Administrator to perform the functions and duties specified in the Code of Virginia, and to perform such other legally permissible and proper duties and functions, as the Board of Supervisors shall from time to time assign. Employee shall be employed by Westmoreland County exclusively and shall accept no other simultaneous employment or jobs without the approval of the Board of Supervisors. This provision shall not be construed so as to prevent Employee from making application for other positions.

**Section 2: Term**

A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Board of Supervisors to terminate the services of the Employee at any time, subject to the provisions set forth in Section 3 of this agreement. Employee is an "Employee at Will".

- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the county, subject only to the provision set forth in Section 3, paragraph C of this agreement.

#### Section 3: Termination and Severance Pay

- A. In the event Employee removed by the Board of Supervisors within Employee's first two (2) years of employment, for any reason other than for cause pursuant to Section 3, paragraph C, the County agrees to pay Employee a lump sum cash payment equal to ninety (90) days' aggregate salary. Furthermore, Employer shall provide the Employee with thirty (30) days' notice of said termination, such 30-day notice period shall not be included in the 90-day salary period. Employee shall be entitled to payment of any accrued but unused paid time off (PTO).
- B. In the event Employee removed by the Board of Supervisors after Employee's first two (2) years of employment, for any reason other than for cause pursuant to Section 3, paragraph C, the County agrees to pay Employee a lump sum cash payment equal to one hundred eighty (180) days' aggregate salary. Furthermore, Employer shall provide the Employee with thirty (30) days' notice of said termination, such 30-day notice period shall not be included in the 180-day salary period. Employee shall be entitled to payment of any accrued but unused paid time off (PTO).
- C. In the event Employee is removed by the Board of Supervisors for cause, he shall be entitled only to payment of any accrued but unpaid salary due to him through the effective date of the removal. Employee will be entitled to payment of accrued but unused PTO only to the extent required by law.
- D. In the event Employee voluntarily resigns his position with the County, Employee shall give the County sixty (60) days' notice in advance, unless a shorter notice is approved by the Board of Supervisors. The Employee will provide the Board of Supervisors six (6) months' notice of his intended retirement date. Employee will assist the Board of Supervisors in advertising and establishing interviews, for his replacement if the Board so requests. In the event of voluntary resignation, herein, no 90-day lump sum cash payment is required.

#### Section 4: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$210,000.00 payable in installments at the same time as other employees of the County are paid. In addition, the Employer agrees to increase the base salary and/or other benefits of Employee in such amounts and to such an extent as granted other employees for the purpose of general salary or benefits adjustments in each year of this agreement.

#### Section 5: Performance Review

The Employer may conduct evaluations of the Employee's performance as County Administrator on an annual basis. Such evaluations will be in writing in a format that is mutually agreeable to the parties and will be discussed with the Employee.

The Employer and Employee shall annually define such goals and objectives that they determine necessary for the proper operation of the County and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. Employee shall be responsible for initiating this process.

#### Section 6: General Expense

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said actual expenses, and the finance director is hereby authorized to disburse such funds upon the receipt of duly executed expense vouchers and receipts.

#### Section 7: Dues and Subscriptions

Employer agrees to budget and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the County. Employee will get Board appropriation before the time of expenditure.

#### Section 8: Professional Development

Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, and the Virginia Association of Counties and Virginia Local Government Managers meetings. Employee will get Board appropriation before the time of expenditure.

#### Section 9: Paid Time Off

Employee shall accrue PTO at a rate of 20 hours per month. PTO shall not accumulate in excess of 240 days from calendar year to calendar year.

#### Section 10: Life and Disability Insurance

The Employer agrees to pay one hundred percent (100%) of the life and dismemberment insurance for the Employee.

#### Section 11: Retirement Plan

The Employer agrees that the Employee will participate in the Virginia Retirement System as required by all full-time employees and shall receive the same benefits accorded other County employees with regard to the County's contribution towards the Employee's retirement account.



**Section 12: Automobile**

Upon Employee's move to Westmoreland County, Employer agrees to provide the Employee with exclusive use of a motor vehicle to drive to and from his residence to work and for use in relation to the performance of his duties as County Administrator. Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and reasonable replacement of said automobile.

**Section 13: Other Terms and Conditions of Employment**

The Board of Supervisors shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Code of Virginia, or any other federal law.

The Board of Supervisors agree to pay up to \$5,000 of reasonable moving expenses from the Employee's home in Mechanicsville, Virginia to Westmoreland County, Virginia. Employee agrees to move to Westmoreland County no later than November 30, 2026.

The Board of Supervisors agree to provide the County Administrator with a cellphone for conducting public business and a laptop computer or iPad depending on the preference of the Employee.

**Section 14: Bonding**

Employer shall bear the full cost of any fidelity or other bond required of the Employee under any law ordinance.

**Section 15: General Provisions**

- A. The text herein shall constitute the entire agreement between parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective December 1, 2024 and shall expire on November 30, 2028, unless the parties exercise the options in Section 3 of this agreement.
- D. If any provisions, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The Employer agrees to provide the Employee one hundred twenty (120) days' notice in writing prior to the expiration of this agreement with regard to the renewal of this contract.

F. This document shall be governed by the laws of the State of Virginia.

**IN WITNESS WHEREOF**, the County of Westmoreland has caused this agreement to be duly signed and executed in its behalf by its Chairman, and duly attested and the Employee has signed and executed the agreement, both in duplicate, the day and year first above written.

\_\_\_\_\_  
Darryl E. Fisher  
Chairman, Board of Supervisors

  
James P. Taylor, Employee  
County Administrator

**APPROVED AS TO FORM**

\_\_\_\_\_  
Richard H. Stuart, P.C.,  
County Attorney

b. James Monroe Birthplace – Consideration of Approval of Golf Cart/ATV to help with property improvements

The Chairman asked if anyone from the organization was present, and none was. He stated that this action item was moved forward to take action on the type of equipment for use, such as an ATV, golf cart, etc. The shed was approved at the last meeting, but they needed to come back to this meeting to decide on what type of equipment.

Mr. Hynson stated that he was glad the new county administrator was at the meeting because he had an idea. He stated that Norm Risavi, Karen Lewis, and Ms. White. Ms. Sherman worked hard to get James Monroe's Birthplace started. They bought the 72 acres, a museum, and VDOT built the parking lot. Washington's Birthplace told Mr. Hynson that they don't let a weed eater or a lawn mower after 10:00 a.m. because it would ruin the atmosphere of a colonial home. Stratford Hall told Mr. Hynson that they allow golf carts, etc., but don't allow anything to be parked at the colonial homes. He stated that during the time walk behind the house at James Monroe Birthplace, there was no way you could drive a golf cart if you had visitors because a lot of thought went into the time walk. All the help is volunteers, and you can't regulate when they use the equipment. He was told on the federal side due to OSHA, you have to be trained even to drive a golf cart. He spoke with Mr. Stuart about liability concerns and that there needs to be a schedule and a package together of what is permitted and what is not. Mr. Hynson stated that they should start drawing up an idea of who will control and regulate the use at the next work session. He noted that he is working on it. Some issues must be resolved correctly, and it isn't easy. Mr. Hynson stated that they have been trying to sell the birthplace to the state or the National Park Service and can't mess anything up.

Mr. Trivett stated that at the last meeting, a volunteer from the birthplace, Dr. Levin, came. He has put in hundreds of hours to keep the place straight, and he feels that it is an insult to what has been said tonight. No one has stepped up and volunteered their time like he has, and he would do everything possible to respect the grounds. The electric golf cart has already been purchased, and Mr. Levin stated in the last meeting that he would not use the equipment during business hours. Mr. Trivett felt that when you have someone who



volunteers their time and has to walk half a mile from the beginning to the creek. He noted that Mr. Levin has done much to beautify the birthplace, and Mr. Trivett has seen it firsthand. Mr. Trivett stated that what they are asking for isn't going to hurt anything or take away from the birthplace. Mr. Trivett noted that he would make a motion to approve the golf cart that has already been purchased so Mr. Levin can do his work more efficiently. Mr. Ingram seconded the motion.

Mr. McCormack stated that the Board can mitigate usage by establishing rules. He spoke with Stratford Hall this week; they have posted rules and signs. He noted that it wasn't the County's shed or golf cart but James Monroe Foundations.

Mr. McCormack asked Beth McDowell if the James Monroe Foundation leases the land. Mr. McCormack felt that the Board should just cut the red tape and give them their golf cart. Ms. McDowell stated they lease the front part, not the whole thing.

Mr. Ingram stated that Mr. Levin did say that he would not use it during operational hours. Mr. Ingram noted that Mr. Levin is older and is hauling buckets of gravel for half a mile to try to maintain the trails. He remembers what the James Monroe Birthplace used to look like, and the foundation has done a great job getting it cleaned up.

Mr. Hynson stated that he would be okay with the golf cart being used before and after hours. In the past, Mr. Hynson sent people down there for a week with two tractors, a bush hog, a front loader, and two power saws. Mr. Hynson wasn't paid for the work, and he did a lot of work down there, too.

Mr. Trivett stated that Mr. Hynson said he brought power tools to the birthplace and didn't want anyone else to do it. He appreciates what Mr. Hynson did, but he knows there is some tension between members of the Board and the foundation. He stated that they have done a great job with the upkeep of the birthplace, which is why he feels so strongly about the issue.

Ms. Cogswell asked the Chairman if the motion would include specific hours.

Mr. Stuart stated that he didn't hear that in the motion, and Mr. Trivett will need to rescind his motion or make a separate motion to include the hours.

Mr. Trivett stated that he is rescinding his motion.

The Chairman stated that it would be best to have a separate motion to establish an MOU (Memorandum of Understanding) regarding the use of the golf cart, such as specific times, etc. Once that is established, they will come back and ratify the MOU between the Board of Supervisors and the Foundation.

Upon Motion by Mr. Trivett and Seconded by Mr. McCormack, carried unanimously with Mr. Trivett, Mr. Ingram, Mr. McCormack, Mr. Hynson and the Chairman vote "aye". The Board approved establishing an MOU between the Board of Supervisors and The James Monroe Foundation regarding use of a golf cart to assist with work on the property.

c. Letter of Intent between the County and DWR to purchase a boat ramp in Coles Point.

Mr. Stuart stated that before the Board is a Letter of Intent between DWR and the County that sets out the terms for them to purchase the property in Coles Point that was purchased a year ago. The Board has had previous discussions regarding this. The sale is for \$980,000.00. DWR will develop the area into a state-of-the-art facility for Westmoreland County, such as a boat ramp, loading area, etc. It will take place what was there previously on the other side of Branson's Cove, which has been very contentious over the years. Mr. Stuart noted that a public hearing is needed anytime you sell public property. The Letter of Intent expresses their interest in purchasing the property so they can do their due diligence, such as title work, boring, etc. Mr. Stuart understood that they had gotten their money straight, so it should move forward. It is expected to close sometime next year so that a public hearing will be needed at some point in time. Once that is done, they will develop it, which will be an excellent asset for Westmoreland County.

With no further discussion, upon Motion by Mr. McCormack and Seconded by Mr. Ingram, carried unanimously with Mr. McCormack, Mr. Trivett, Mr. Ingram, Mr. Hynson and the Chairman voted "aye". The Board approved the Letter of Intent between DWR and the County to purchase the boat ramp in Coles Point and authorized the Interim County Administrator to execute the document as presented.

**\*\* Letter of Intent between the County and DWR on next page \*\***





**COMMONWEALTH of VIRGINIA**

*Department of Wildlife Resources*

*Travis Voyles  
Secretary of Natural  
and Historic Resources*

*Ryan J. Brown  
Executive Director*

November 1, 2024

Donna L. Cogswell  
Interim County Administrator  
111 Polk Street  
Montross, VA 22520

Dear Donna L. Cogswell:

The Commonwealth of Virginia, Department of Wildlife Resources ("Buyer") is interested in acquiring and conserving the approximate 2.564 acres located on the south side of Coles Point Road, west of its intersection with Blackbear Pond Road which bear Tax Map Numbers 26-81, 26-81A, 26-81C, and 26-82 (the "Property"), by deed following delivery and acceptance of a plat of survey of the Property satisfactory for recording in the Westmoreland County land records from you ("Seller") upon the following terms and conditions:

**Purchase Price:** \$980,000.00, subject to an appraisal of the Property, satisfactory to Buyer in its sole opinion, which concludes that the value of the Property is at least the amount of the purchase price. The Purchase Price is funded by grants awarded by the Virginia Land Conservation Fund and Virginia Marine Resources Commission under the condition the Property will be used for public access associated with recreational uses. The amount of such funding is limited to the value established by an appraisal prepared in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP"). This Purchase Price is such appraised value and represents the maximum offer by Purchaser.

**Due Diligence:** Seller granting Buyer and its designated agents and representatives full access to the Property, including the right, at Buyer's own risk, cost and expense, to cause its agents or representatives to enter upon the Property for the purpose of (i) making physical and topographic surveys; (ii) conducting such tests, investigations and studies as Buyer may desire, including, but not limited to, those related to engineering, water, groundwater, well and septic system, utilities and environmental matters, as well as soil borings.

Title: Conveyed by general warranty deed with English covenants of title, free and clear of all leases and mortgages, deeds of trust, liens, security interests, and other monetary encumbrances, subject, however, only to those other covenants, easements, conditions and restrictions of record in the chain of title to the Property which have not expired by a time limitation contained therein or otherwise become ineffective or which are not objectionable to Buyer in its sole opinion.

Closing Date: March 31, 2025, subject to the approval of the Governor.

This expression of interest and closing of the contemplated transaction is subject to the parties entering into a real estate purchase agreement and to all requisite statutory approvals being obtained. Neither party will have an enforceable interest in the transaction contemplated hereby until a real estate purchase agreement has been executed by both parties.

Sincerely,

Commonwealth of Virginia,

By:   
Ryan J. Brown, Executive Director

Approved as to form

AGREED AS TO TERMS:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Donna L. Cogswell  
Interim County Administrator

5. INTERIM COUNTY ADMINISTRATOR'S REPORT

a. Update on proposed Audit FY23-24

Ms. Cogswell stated that the auditors were here last week and are working with them to ensure they have all the necessary documentation. She noted that the finance department is doing a great job of gathering all the information that the auditors need to complete the audit by January 2025. Ms. Cogswell and the finance director will continue to contact the auditors to ensure they have everything they need so that it doesn't take as long as it did last to get the audit back.

b. Board of Supervisor's Retreat

Ms. Cogswell stated that this is the first retreat that the Board will have. The suggested date is December 11th, 2024, at the Northern Neck Technical Center. It will be posted on the County webpage. The hours need to be worked out, and it will primarily take up a good portion of the day. Ms. Cogswell stated that there would be an agenda and specific talking points for each district and the County as a whole.

The Chairman stated that December 11 is the next Northern Neck Jail Board meeting at 4:00 p.m.

Mr. Ingram stated that the retreat would be done by then.

The Chairman stated that would be okay then; the Board would just have to figure out a time.

Mr. Ingram stated that the retreat is at the tech center because local funds from Westmoreland County go to it. He felt it would be a good idea for the Board, the new county administrator, and Ms. Cogswell to see the tech center in action that day. Last year, they graduated 150 students, which is bigger than any locality they serve.

The Chairman stated that there are good programs down there and many opportunities for children.



c. Work sessions in November & December

Ms. Cogswell reminded everyone that the work sessions in November and December have been canceled; the notice has been posted on the webpage. She noted that they will still have the regular board meetings in November and December and will discuss at the first meeting in January whether they will continue with the regular meetings or what the Board decides to do.

The Chairman stated that the regular meeting for December is on the 9<sup>th</sup> at 6:00 p.m., and the retreat is on the 11<sup>th</sup>.

The Chairman congratulated Mr. Ingram on successfully completing the Virginia Certified County Supervisor's Program and receiving recognition for his achievement at the Virginia Association of Counties annual conference. They commended him on his achievement and his initiative to take the class.

6. PUBLIC COMMENT

The Chairman stated that they are now in the public comment portion, and this is the time in the meeting when residents can bring anything to the Board's attention. He asked if they could state their name for the record, make the statement to the Board, and if it is a matter of a question, the Board has the right to answer now or take it under advisement and return when proper research is done. He noted that the county administrator's office is available, and anyone can also contact the Board members.

Bruce Leg

He is a resident and school bus driver for Westmoreland and Potomac Shores. He came today as a voice for the community to address an issue related to the recent road resurfacing. At the end of August or early September, VDOT contracted a company to come in and resurface the roads with tar and gravel. They had that done many years ago, but the contractor that did it this time may have run out of gravel and used fine gravel dust on many parts of the road in heavy amounts. Also, it doesn't stick to the road and causes a lot of dust and dirt when it rains. Many residents have sent the issue to VDOT many times. Mr. Leg put together a list of the problem

areas. He stated that the Monroe Bay Creek Bridge was temporary and is now being replaced, and it will be a ten-month operation. Holly Vista, Rolando, and Shore Drive have much more traffic due to only one entrance in and out. He stated that the road listed above should be milled and paved as it should have been in the first place.

The Chairman asked Mr. Leg if he could leave the list with them, and they would pass it on to VDOT and see what could be done.

Mr. Hynson stated that he is aware of the issues, has seen them firsthand, and will try to help resolve them.

#### Richard Wilkins

Mr. Wilkins thanked Ms. Cogswell for her efforts to relieve the illegal dumping on Pomona Road. The gentleman is dumping construction waste and lighting it on fire. Mr. Wilkins has complained and received a threatening phone call, and something needs to be done. Mr. Wilkins stated that he asked the Sheriff's Office if they could go by and take pictures of the road. Mr. Wilkins noted that he remembers when James Monroe's Birthplace was just a parking lot, and gentlemen made a pathway from the parking lot to the creek; Mr. Wilkins took his tractor and loaded it with mulch back and forth. It has been progressing and looks excellent. Mr. Wilkins wanted to know who was responsible for holding Republic Services accountable for what is stated in their contract about charging the commercial haulers directly. He noted that the Board is responsible for approving expenses and budget, and someone has dropped the ball.

#### Larry Hinson

Mr. Hinson stated that Dr. Levin spoke at the last work session, and he spoke to Dr. Levin about volunteering his services in getting a tractor to move all the logs and anything out of the way for him. He noted that when he worked for the County, he was trying to get a tractor down to the transfer station to clean things up, such as the growth of topsoil, grass, and electronics. He would volunteer to help if a tractor was supplied. Mr. Wilkins stated that he would help Mr. Hinson.

Let the record show that no one else came to the podium to speak, and the Chairman closed the public comment portion of the meeting. The Chairman stated that the Board will take everything under advisement and get the necessary information to respond correctly. The Chairman encouraged everyone to call the administrative office or any Board member if they have any issues throughout the week. Some concerns can be addressed before the regular meetings.

The Chairman stated there will not be a work session this month and wished everyone a great Thanksgiving. He encouraged everyone to look up the history of how Thanksgiving started and invited everyone to Salem Baptist Church at 10:00 a.m. on Thanksgiving; they have a service about Thanksgiving.

#### 7. ADJOURNMENT

The Chairman asked if there was anything else to come before the Board, if not, he asked for a motion to adjourn.

With no further business, upon Motion by Mr. McCormack and Seconded by Mr. Hynson and carried unanimously, the meeting adjourned at 7:40 p.m.

Next Regular Meeting is Wednesday, December 9, 2024 at 6:00 p.m. at the George D. English, Sr. Memorial Building

Chairman, *Darryl E. Fisher*