

City of Hyattsville

Hyattsville Municipal Building
4310 Gallatin Street, 3rd Floor
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org



Agenda Regular Meeting

https://us06web.zoom.us/webinar/register/WN_H7I_-eXETgSiW9Ic_5jGWg

Monday, November 3, 2025

7:00 PM

Virtual

CITY COUNCIL

Robert S. Croslin, Mayor

Joseph Solomon, Council President, Ward 5

Kareem Redmond, Council Vice President, Ward 3

Joanne Waszczak, Ward 1

Greg Barnes, Ward 1

Danny Schaible, Ward 2

Emily Strab, Ward 2

Gopi Dhokai, Ward 3

Edouard Haba, Ward 4

Michelle Lee, Ward 4

Kelson Nisbett, Ward 5

ADMINISTRATION

Tracey E. Douglas, City Administrator

Laura Reams, Deputy City Administrator

Nate Groenendyk, City Clerk, 301-985-5001, cityclerk@hyattsville.org

Welcome to the City of Hyattsville City Council Meeting!
Your participation at this public meeting is valued and appreciated.

AGENDA/PACKET: The Agenda/Packet is available for review at the Hyattsville Municipal Building and online at www.hyattsville.org prior to the scheduled meeting (generally available no later than the Friday prior to the scheduled Monday meeting). Please note, times given for agenda items are estimates only. Matters other than those indicated on the agenda may also be considered at Council discretion.

AMERICANS WITH DISABILITY ACT: In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (301) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AUDIBLE DEVICES: Please ensure all audible devices are turned off or otherwise not audible when the City Council is in session. Thank you.

PUBLIC INPUT: If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. Submitted electronic statements will be sent to Councilmembers prior to the meeting and will not be read aloud. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

WAYS TO WATCH THE MEETING LIVE: City Council meetings are broadcast live on cable television channel 71 (Comcast) and channel 12 (Verizon). You may also view meetings live online at <https://hyattsvillemd.portal.civicclerk.com>.

REPLAY SCHEDULE: The meetings will be re-broadcast on cable television, channel 71 (Comcast) and channel 12 (Verizon) daily at 7:00 a.m., 1 p.m., and 8 p.m. Meetings are also able for replay online at www.hyattsville.org/meetings.

CITY INFORMATION: Sign up to receive text and email notifications about Hyattsville events, government, police and programs at www.hyattsville.org/list.aspx

INCLEMENT WEATHER: In the event of inclement weather, please call 301-985-5000 to confirm the status of the Council meeting.

Meeting Notice:

The Hyattsville City Council will hold its meeting on Monday, November 3, 2025 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

The meeting will be broadcast live on cable television channel 71 (Comcast), channel 12 (Verizon), and available via live stream at www.hyattsville.org/meetings.

LANGUAGE TRANSLATION AND CLOSED CAPTIONING: The City of Hyattsville offers translation and closed captioning in over 50 languages for City Council Meetings via the Wordly platform. Follow the directions below to access the service:

-Go to: <https://attend.wordly.ai/join/RAVY-6886>

-Ensure the Session ID RAVY-6886 is displayed.

-Select Your Choice of Language and click on the "Attend" button.

-You can now read the captions on your device and/or listen to the translation of the City Council meeting.

If you have any questions or concerns, please contact info@hyattsville.org.

PUBLIC PARTICIPATION:

If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. Submitted electronic statements will be sent to Councilmembers prior to the meeting and included in the official meeting record. Electronically submitted statements will not be read aloud. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

Members of the public who wish to comment during the virtual Council meeting must register in advance using the link below.

https://us06web.zoom.us/webinar/register/WN_H7l_-eXETgSiW9Ic_5jGWg

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Public Comment (7:10 PM - 7:20 PM) Limit 2 minutes per speaker**
- 5. City Administrator Update (7:20 PM - 7:40 PM)**
- 6. Proclamations**

6.a. 2026-94 Proclamation for Native American Heritage Month

I move the Mayor and Council adopt the proclamation recognizing the month of November as Native American Heritage Month.

Sponsors: City Administrator

Department: Administration

Attachments: CM 1103 Native American Heritage Month 2025

6.b. 2026-95 Proclamation for Veterans Day

I move the Mayor and Council adopt the proclamation recognizing November 11, 2025 as Veterans Day.

Sponsors: City Administrator

Department: Administration

Attachments: CM 1103 Veterans Day Proclamation 2025

6.c. 2026-96 Proclamation for Municipal Government Works Month

I move the Mayor and Council adopt the proclamation recognizing November 2025 as Municipal Government Works Month.

Sponsors: City Administrator

Department: Administration

Attachments: CM 1103 Municipal Government Works Month 2025

7. Appointments**7.a. 2026-91 Appointment to the Planning Committee**

I move that the Mayor and Council approve the appointment of Alexander Houck (Ward 3) and reappointments of Todd Dengel (Ward 2) and Maureen Foster (Ward 2) to the Planning Committee for a term of two years, ending on November 3, 2027.

Sponsors: Kareem Redmond, Council Vice President, Greg Barnes, Councilmember, Danny Schaible, Councilmember

Department: City Clerk

Attachments: Dengel Redac Application, Houck_Planning Redac, Foster Redac Application

7.b. 2026-97 Appointment to the Code Compliance Advisory Committee

I move the Mayor and Council approve the appointment of Juan Pablo Madrid to the Code Compliance Committee for a term of two (2) years to end on November 3, 2027.

Sponsors: Gopi Dhokai, Councilmember

Department: City Clerk

Attachments: Madrid Redac Application

8. Consent Items (7:40 p.m. - 7:45 p.m.)

Items listed on the Consent Agenda are considered routine in nature, and are approved in one motion. There will be no separate discussion of these items unless the Mayor/Council request specific items be removed from the Consent agenda for separate action.

8.a. 2026-92 Disbursement of Ward 3 Discretionary Funds

I move the Mayor and Council authorize the disbursement of Ward 3 discretionary funds in the amount of \$93.31 to Council Vice President Redmond as reimbursement for the purchase of refreshments for a meeting with the Hyattsville Branch Library's Teen Action Group.

Sponsors: Gopi Dhokai, Councilmember, Kareem Redmond, Council Vice President

Department: City Clerk

Attachments: thumbnail_image0

8.b. 2026-93 Acceptance of Audit Committee Recommendations

I move the Mayor and Council accept the recommendations from the Audit Committee's review of the FY23 Audit presented to Council on October 6, 2025, and direct the City Treasurer to present a corrective action plan to Council in January 2026.

Sponsors: Kareem Redmond, Council Vice President, Emily Strab, Councilmember, Danny Schaible, Councilmember

Department: City Clerk

Attachments: Audit Committee Report FY23 Audit

9. Action Items (7:45 p.m. - 8:30 p.m.)

9.a. Agreement with Lexis Nexis Risk Solutions

I move Mayor and Council authorize the City Administrator to enter into an agreement with Accurant/Lexis Nexis for access to their records database.

Sponsors: City Administrator

Department: Police

Attachments: Hyattsville Police Department - InrsAppAgreeGovtNonFCRA, HyContract, Hyattsville - Contract, Hyattsville Police Department - addAccurintCrimeConsortiumSub_final

9.b. 2026-90 Contract Award: Stop Sign Cameras

I move that Mayor and Council authorize the City Administrator to enter into a three-year contract with JENOPTIK Smart Mobility Solutions, LLC, for Hyattsville's Automated Stop Sign Enforcement Program, subject to review and approval by the City Attorney for legal sufficiency.

Sponsors: City Administrator

Department: Police

Attachments: RFP HPD2025-001 Automated Stop Sign Enforcement (1)

10. Council Dialogue (8:30 p.m. - 8:40 p.m.)

11. Motion to Adjourn

City Council
November 3, 2025

Submitted by: Shakira Louimarre

Submitting Department: Administration

Agenda Section: Proclamations

Item Title:

Proclamation for Native American Heritage Month

Suggested Action:

I move the Mayor and Council adopt the proclamation recognizing the month of November as Native American Heritage Month.

Legal Review Required?

N/A

Summary Background:

Native American Heritage Month is celebrated annually in November to honor the rich culture, traditions, and significant contributions of Native American and Alaska Native communities. Established in 1990, the month-long observance provides an opportunity to learn about the history, achievements, and challenges faced by these communities.

Additionally, the City of Hyattsville, in partnership with M-NCPPC, is honored to celebrate Native American Heritage Month by announcing the renaming of the woods surrounding Driskell Park as Nacotchtank Woods. A formal recognition ceremony of the wood's renaming is being planned for 2026.

Next Steps:

Adopt the proclamation.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 5 – Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

CITY OF HYATTSVILLE

PROCLAMATION

DECLARING NOVEMBER 2025 AS NATIVE AMERICAN HERITAGE MONTH IN THE CITY OF HYATTSVILLE

Native American Heritage Month, also known as American Indian Heritage Month, is an opportunity to celebrate the rich culture and traditions of Native Americans while recognizing the tremendous contributions that they have made to the United States.

WHEREAS, Native American Awareness Week began in 1976 and recognition was federally expanded in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, Native Americans have long called Maryland home before the first American settlers; The City of Hyattsville celebrates the culture and history of all Native peoples, including members of the Maryland State-recognized tribes: Piscataway Indian Nation, Piscataway Conoy Tribe, and the Accohannock Indian Tribe; and

WHEREAS, in celebrating the cultures and accomplishments of Native Americans, we also acknowledge our nation's history of colonialism that has inflicted discrimination, displacement, and genocide upon Indigenous people; and

WHEREAS, despite this painful history, Native American people have persevered and continue to enrich all aspects of our society by sharing their customs and traditions; and

WHEREAS, it is significant that the City of Hyattsville, in partnership with the Maryland-National Capital Park and Planning Commission (M-NCPPC) has renamed the woods surrounding Driskell Park as Nacotchtank Woods, in recognition of the longstanding role of Native American communities as caretakers of the land and waterways of this region.

NOW, THEREFORE BE IT RESOLVED, that the City of Hyattsville hereby proclaims the month of November 2025 as Native American Heritage Month, and all residents are encouraged to learn about the lasting legacies of the original inhabitants of what is now the United States.

Robert Croslin
Mayor, City of Hyattsville

November 3, 2025



City Council
November 3, 2025

Submitted by: Shakira Louimarre

Submitting Department: Administration

Agenda Section: Proclamations

Item Title:

Proclamation for Veterans Day

Suggested Action:

I move the Mayor and Council adopt the proclamation recognizing November 11, 2025 as Veterans Day.

Legal Review Required?

N/A

Summary Background:

Veterans Day is a federal holiday in the United States observed annually on November 11, for honoring military veterans of the United States Armed Forces.

Next Steps:

Adopt the proclamation.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 5 – Strengthen the City’s Identity as a Diverse, Creative, and Welcoming Community

CITY OF HYATTSVILLE

PROCLAMATION

RECOGNIZING NOVEMBER 11, 2025, AS VETERANS DAY IN THE CITY OF HYATTSVILLE

This proclamation declares November 11, 2025, to be Veterans Day in the City of Hyattsville, recognizing and honoring heroes past and present from the United States Armed Forces.

WHEREAS, the origins of Veterans Day date back to November 11, 1918, when the armistice ending World War I went into effect; Veterans Day is one of two special days for those who have served in the United States Military. The first, Memorial Day, is a day of great reflection and remembrance to honor those who paid the ultimate sacrifice. The second day, Veterans Day is a day of great celebration for all who have served.

WHEREAS, the contributions and sacrifices of veterans are a reminder that freedom is not free, and we are forever indebted to the millions of service members who serve and fight in the line of duty; and

WHEREAS, we recognize the significant sacrifices also made by the family members who support the servicepeople who have fought to preserve our liberties; and

WHEREAS, so many of our veterans carry the scars from their service ---both visible and invisible--- Veteran's Day is an opportunity to recommit to governance that is responsive to the needs of our veterans, their families, caregivers, and survivors; and

WHEREAS, Hyattsville and surrounding municipalities within Prince George's County have approximately 55,000 veterans who have served in the United States Armed Forces; and

WHEREAS, it is most appropriate that we honor and recognize the dedication and valor that veterans *continue* to display as they protect our freedom and democracy.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council, with the utmost respect and gratitude for the more than 21.8 million veterans who have faithfully served our country in the Armed Forces, hereby proclaim November 11, 2025, to be Veterans Day in the City of Hyattsville.

Robert Croslin

Mayor, City of Hyattsville

November 3, 2025



City Council
November 3, 2025

Submitted by: Shakira Louimarre

Submitting Department: Administration

Agenda Section: Proclamations

Item Title:

Proclamation for Municipal Government Works Month

Suggested Action:

I move the Mayor and Council adopt the proclamation recognizing November 2025 as Municipal Government Works Month.

Legal Review Required?

N/A

Summary Background:

Municipal Government Works Month is observed annually in November to raise public awareness about the functions and services of local government. Celebrated since 1993, the initiative aims to educate citizens on how their town or city government operates, its departments, and the programs it provides for the community.

Next Steps:

Adopt the proclamation.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 5 – Strengthen the City’s Identity as a Diverse, Creative, and Welcoming Community

CITY OF HYATTSVILLE

PROCLAMATION

RECOGNIZING NOVEMBER 2025 AS MUNICIPAL GOVERNMENT WORKS MONTH IN THE CITY OF HYATTSVILLE

This proclamation declares the month of November 2025 to be Municipal Government Works Month in the City of Hyattsville. Since 1993, Maryland's cities and towns have celebrated the Municipal Government Works Month each November to promote residents' awareness of and interest in the many contributions that local government employees make to our communities each day.

WHEREAS, municipal government represents the most responsive level of government, allowing residents to have direct access to elected officials; and

WHEREAS, the City of Hyattsville became an incorporated Maryland municipality in April 1886; and

WHEREAS, the City of Hyattsville maintains public facilities, streets, sidewalks, parks, and natural areas; collects refuse and recycling; clears snow; conducts maintenance of local stormwater infrastructure; supports tenants and businesses through local code enforcement and rental licensing; delivers recreation, arts, and community engagement programs; and operates a full-service municipal police department; and

WHEREAS, municipalities have enhanced the quality of life for their respective residents by helping to make Maryland a great place to live, work, and pursue happiness; and

WHEREAS, Municipal Government Works Month is a time to celebrate the City of Hyattsville's unique contribution to Maryland's communities by shining a light on the services and programs city officials, elected and staff provide;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville join the Maryland Municipal League in declaring November 2025 to be Municipal Government Works Month in the City of Hyattsville.

Robert Croslin

Mayor, City of Hyattsville

November 3, 2025



City Council
November 3, 2025

Submitted by: Quianna Taylor
Submitting Department: City Clerk
Agenda Section: Appointments

Item Title:
Appointment to the Planning Committee

Suggested Action:
I move that the Mayor and Council approve the appointment of Alexander Houck (Ward 3) and reappointments of Todd Dengel (Ward 2) and Maureen Foster (Ward 2) to the Planning Committee for a term of two years, ending on November 3, 2027.

Legal Review Required?
N/A

Summary Background:
See the attached applications. The committee liaison will reach out about the next scheduled meeting.

Next Steps:
The committee liaison will reach out about the next scheduled meeting.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend support.

Community Engagement:
Committee meetings are open to the public, and all are encouraged to attend. Agendas are posted on the City website.

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

City of Hyattsville Board, Committee, and Commission Application

09/26/2025 9:24 AM (EDT)



City of Hyattsville Board, Committee, and Commission Application

Application Date	09/26/2025
First Name	Todd
Last Name	Dengel
Preferred Pronouns	He, him, his

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: [City Residency Map](#)

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Audit Committee (a majority of the voting committee members must be residents of the City)
- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one-non City resident appointment)

What Ward do you live in?	Ward 2
City	Hyattsville
State	MD

Do you currently serve on this committee and are applying for re-appointment?	Yes
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Board/Committee of Interest - First Choice	Planning Committee
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[Planning Committee](#)

Please select your ward from the drop down list below.	Ward 2
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Referred By:	Re-applying
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Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This	I wish to continue contributing to the Hyattsville Planning Committee.
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statement may be posted on the
City's website.

Signature Date

09/26/2025

Profile

Alexander

First Name

Houck

Last Name

Preferred Pronouns

☒ He, him, his

Email Address

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

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- Race and Equity Task Force (up to one-non City resident appointment)

Street Address

City

Suite or Apt

State

Postal Code

Which Boards would you like to apply for?

Planning Committee: Submitted

Do you currently serve on this committee and are applying for re-appointment?

☐ Yes ☒ No

If you selected more than one Board/Committee of interest, please indicate your first choice below.

Planning Committee

To find your City Ward, click on this link! [City Residency Map](#)

Please select your ward from the drop down list below. *

☒ Ward 3

Primary Phone

Referred By:

Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.

With regards to the Planning Committee's activities, I have been intricately involved with the infrastructure and operational planning for the State's new electric bus program in Baltimore. I have also spent more time learning about programming and planning for a professional mentor and scholarly works to best advocate for changes that will yield more positive net changes for the people of Hyattsville. Regarding the Police & Public Safety's Citizens' Advisory Council, I work for MDOT MTA as a transportation safety executive and coordinate with other departments in making improvements in safety policies, procedures, and practices. Among those I already work with are our certified police force. I planned and coordinated the agency's Mental Health First Aid program, and I am the instructor for the Agency's monthly new employee safety management training.

Please describe your experience with government, business, municipal finance or accounting, including an understanding of generally accepted accounting principles (GAP) and financial statements, auditing, or analyzing financial statements, and experience with internal accounting controls.

Working for the State of Maryland in a regulatory safety capacity, I have firsthand experience with the administrative aspects of auditing, policy writing, and cross-departmental coordination. I am the project manager for the agency's Public Transportation Agency Safety Plan which sets forth the internal safety review and auditing practices in addition to the wide array of programs, policies, and procedures specifically related to safety compliance. I regularly work with our internal Legal, Labor, and Procurement teams and Chair a mixed frontline and management committee that reviews risk management for the agency.



City of Hyattsville Board, Committee, and Commission Application

Application Date	10/24/2025
First Name	Maureen
Last Name	Foster
Preferred Pronouns	She, her, hers

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

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- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one-non City resident appointment)

What Ward do you live in?	Ward 2
City	Hyattsville
State	MD

Do you currently serve on this committee and are applying for re-appointment?	Yes
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Board/Committee of Interest - First Choice	Planning Committee
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[Planning Committee](#)

Please select your ward from the drop down list below.	Ward 2
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Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This	I have lived in the city since 1993 in a 1930s bungalow. I have proudly served on the planning committee for more than 20 years. I bring my experience to the appointment: as a public historian, interested citizen, and meeting facilitator. I believe in the importance of public meetings, especially the Planning Committee.
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statement may be posted on the City's website.

Citizens can have their opinions and comments heard at the monthly meeting and through the minutes of the meetings.

Signature Date

10/24/2025

City Council
November 3, 2025

Submitted by: Quianna Taylor
Submitting Department: City Clerk
Agenda Section: Appointments

Item Title:
Appointment to the Code Compliance Advisory Committee

Suggested Action:
I move the Mayor and Council approve the appointment of Juan Pablo Madrid to the Code Compliance Committee for a term of two (2) years to end on November 3, 2027.

Legal Review Required?
N/A

Summary Background:
See the attached application. The committee liaison will reach out about the next scheduled meeting.

Next Steps:
The committee liaison will reach out about the next scheduled meeting.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend support.

Community Engagement:
Committee meetings are open to the public, and all are encouraged to attend. Agendas are posted on the City's website.

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

City of Hyattsville Board, Committee, and Commission Application

08/28/2025 1:11 PM (EDT)



City of
HYATTSVILLE

City of Hyattsville Board, Committee, and Commission Application

Application Date	08/28/2025
First Name	Juan Pablo
Last Name	Madrid
Preferred Pronouns	He, him, his

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: [City Residency Map](#)

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Audit Committee (a majority of the voting committee members must be residents of the City)
- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one-non City resident appointment)

What Ward do you live in?	Ward 4
City	Hyattsville
State	MD

Do you currently serve on this committee and are applying for re-appointment?	No
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Board/Committee of Interest - First Choice	Code Compliance Advisory Committee
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[Code Compliance Advisory Committee](#)

Please select your ward from the drop down list below.	Ward 4
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Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.	My name is Juan Pablo (JP) Madrid, and I have been a proud Hyattsville resident since early 2024. As a visual designer in public service, I bring a detail-oriented and solutions-driven perspective. Since becoming a homeowner in Ward 4, I have gotten to know my neighbors, listened to the issues they face, and familiarized myself with our city's rules and ordinances. I regularly engage with Ward 4 City Council members to better understand these concerns and explore ways to be an active, informed resident. I am committed to supporting fair and effective City Code that serves residents and can be enforced consistently. I would be honored to serve on the Code Compliance Advisory Committee to help ensure our city's policies are applied clearly, equitably, and in ways that strengthen our shared quality of life.
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Signature Date	08/28/2025
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City Council
November 3, 2025

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Consent Items

Item Title:
Disbursement of Ward 3 Discretionary Funds

Suggested Action:
I move the Mayor and Council authorize the disbursement of Ward 3 discretionary funds in the amount of \$93.31 to Council Vice President Redmond as reimbursement for the purchase of refreshments for a meeting with the Hyattsville Branch Library's Teen Action Group.

Legal Review Required?
N/A

Summary Background:
Council Vice President Redmond and Councilmember Dhokai met with the Hyattsville Branch Library's Teen Action Group on October 23, 2025. These funds are being requested as reimbursement for the refreshments purchased for the meeting.

Next Steps:
Disbursement of funds.

Fiscal Impact:
\$93.31 from Ward 3 Discretionary Funds

City Administrator Comments:
Recommends support.

Community Engagement:

Strategic Goals:
Goal 5 – Strengthen the City’s Identity as a Diverse, Creative, and Welcoming Community



Giant

3521 EAST-WEST HIGHWAY

HYATTSVILLE, MD 20782

Store Telephone: (301) 853-3700

Pharmacy Telephone: (301) 853-3701

Store #334

10/23/25

03:55pm

GROCERY

SPRITE MINI 10PK	7.49 B
BONUS BUY SAVINGS	0.50-B
PRICE YOU PAY	6.99
MM FRT PUNCH 12P	10.99 B
FANTA DRNG 10P	7.49 B
BONUS BUY SAVINGS	0.50-B
PRICE YOU PAY	6.99
FL FLVR MX 42CT	27.79 F
UTZ PARTY MIX	7.99 F
BONUS BUY SAVINGS	1.00-F
PRICE YOU PAY	6.99
DUMDUMS 50CT	4.69 B
BONUS BUY SAVINGS	0.90-B
PRICE YOU PAY	3.79
FRRO AST CHOC MN	7.99 B
BONUS BUY SAVINGS	3.50-B
PRICE YOU PAY	4.49
DUMDUMS 50CT	4.69 B
BONUS BUY SAVINGS	0.90-B
PRICE YOU PAY	3.79
DUMDUMS 50CT	4.69 B
BONUS BUY SAVINGS	0.90-B
PRICE YOU PAY	3.79
SB ELGNT NPK 100	2.39 T
G LM FTPN ORG	15.49 B
BONUS BUY SAVINGS	3.50-B
PRICE YOU PAY	11.99

TAX

3.32

**** BALANCE

93.31

City Council
November 3, 2025

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Consent Items

Item Title:
Acceptance of Audit Committee Recommendations

Suggested Action:
I move the Mayor and Council accept the recommendations from the Audit Committee's review of the FY23 Audit presented to Council on October 6, 2025, and direct the City Treasurer to present a corrective action plan to Council in January 2026.

Legal Review Required?
N/A

Summary Background:
The Audit Committee reviewed the City's FY23 Audit and presented its findings and recommendations at the October 6, 2025 Council Meeting. The full report is attached.

Next Steps:
City Treasurer to draft corrective action plan.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend Approval

Community Engagement:
Audit Committee meetings are open to the public and residents are encouraged to attend.

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

City of Hyattsville, Maryland

Audit Committee Report:

FY23 Audited Financial Statements and Related Documents



Daniel Lange, CPA	Ward 2	Chair
Colin Eustis	Ward 4	Vice Chair
Nancy Hammond	Ward 2	Record Keeper
Stanislaw Rzeznik	Ward 2	Voting Member
Glenn Robelen	Ward 2	Voting Member
Jennifer Kubit	Ward 4	Voting Member
Daniel Amador Renard	Ward 5	Voting Member
Emily Strab	Ward 2	Council Liaison
Danny Schaible	Ward 2	Council Liaison
Kareem Redmond	Ward 3	Council Liaison

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Audit Committee Background

The City of Hyattsville (“the City”) Audit Committee (“the Committee”) serves to ensure that the City fulfills its responsibilities for accountability to the local community, and that it meets the expectations of partners, regulators, and other stakeholders. The City’s Council (“Council”) tasked the Committee with reviewing the City’s audited financial reports and issuing a Committee report to Council. The report is to provide recommendations on matters relating to the audit conclusions of the City’s financial reports, and internal control policies and practices. The Committee seeks to encourage continuous improvement of and foster adherence to City policies, procedures, and practices to safeguard the integrity of the City’s financial statements.

The Committee was established by Council on January 13, 2025. Four Committee Members and two Council Liaisons were appointed on May 19, 2025. The remaining three Committee Members were appointed on June 2, 2025. The inaugural Committee meeting was held on July 7, 2025. An additional Council Liaison was appointed on July 21, 2025.

We thank you for being informed citizens of Hyattsville, partners, regulators, and/or other stakeholders by reviewing this report. Should you have any questions or comments, we may be reached at auditcommittee@hyattsville.org.

FY23 Audited Financial Statement Results Summary

Audit Opinion

We would like to begin by congratulating the City for receiving an unqualified opinion (commonly known as a “clean” opinion) from the auditors for the FY23 Financial Statements. There are four types of audit opinions the City can receive and this is the best possible opinion.

At the conclusion of the audit procedures of an entity’s financial statements, the auditor issues an opinion as to whether the statements are “fairly presented, in all material respects”. An “unqualified” opinion means that the auditors do not think the financial statements are misstated by a number or information that would influence the reader of the statement. This is, as they state, not “absolute assurance,” but it is a level of “reasonable assurance” that the statements are fairly presented.

Other Results Identified

- A material weakness “2022-001 - Timely and Accurate Financial Reporting” was identified by the auditor and communicated via the SAS 115 letter. This notes that the City’s FY23 Financial Statements were not filed timely with the State government and is also noted as an instance of noncompliance. It is titled 2022-001 despite it referencing the FY23 report because it is a repeat finding from the previous year.
- Two [non-trivial] misstatements were identified by the auditor and communicated via the SAS 114 letter. These misstatements pertained to the long-term debt, and due to/from accounts and were corrected by City Financial management (“management”) prior to issuance of the financial report.
- The only instance of noncompliance is 2022-001 noted above.

Primary Documents in Review

1. [The Fiscal Year \(“FY”\) 2023 City Financial Report and respective Audit Report.](#)
2. [FY23 Those Charged with Governance Letter \(SAS 114 Letter\).](#)
 - i. This is a letter from the independent auditor of the financial report to the Mayor and Council. It details significant audit findings in addition to the information included in the audit report that accompanies the respective financial report.
3. [FY23 Reporting on Internal Controls Letter \(SAS 115 Letter\).](#)
 - i. This is also a letter from the independent auditor of the financial report to the Mayor and Council. It details deficiencies in internal control, also known as “Findings”, that were identified during the course of the audit. These may cause the financial statement to be misstated.
4. City Policies and Procedures.

Recommendations: Summary

Categories

We have categorized our recommendations based on the audit results noted above as well as other factors identified during the course of our review. As different readers may have different goals when reading this report, we have detailed the listing of recommendations that fit the various categories.

Recommendations that address:

The material weakness (Timely and Accurate Financial Reporting):

[AC-2023-01](#)
[AC-2023-03](#)
[AC-2023-04](#)
[AC-2023-05](#)
[AC-2023-06](#)

Financial Reports to Council

[AC-2023-01](#)
[AC-2023-03](#)

Project management plans:

[AC-2023-01](#)
[AC-2023-05](#)

The corrected misstatements:

[AC-2023-02](#)
[AC-2023-05](#)
[AC-2023-06](#)

Risk Assessment:

[AC-2023-04](#)
[AC-2023-06](#)

Automation:

[AC-2023-01](#)

The Management Discussion & Analysis (MD&A) section:

[AC-2023-07](#)

The intention for “Recommendation AC-2023-05 - Corrective Action Plans” is for management to develop a detailed corrective action plan for the matters identified by both the auditors and the audit committee. We request that this plan include an assessment on the root cause of the condition, a thorough timeline for implementing the corrective actions, and to be delivered to Ctiy Council and the Audit Committee for review.

Notes for Consideration by the Reader

Recommendation Naming

Our recommendations are labeled as “AC-2023-##” where “AC” stands for Audit Committee, “2023” is the respective fiscal year of the financial report, and “##” is the recommendation number. By standardizing the labeling of recommendations this way, the City is able to easily reference these recommendations when they are developing their corrective action plans.

Criteria Used in Recommendations

The [United States Government Accountability Office Standards for Internal Control in the Federal Government, GAO-14-704G, September 2014](#) (“Green Book”) was used as the framework in our recommendations. Although the title suggests its use for Federal government entities, the Green Book states that it may also be adopted by local entities. This framework is the government equivalent of the [COSO framework](#) for publicly traded companies, private companies, and nonprofit organizations.

Cause of Recommendations

For this report, we did not establish a “cause” of the condition that the recommendation addresses. We believe that this is the responsibility of the City Council & Staff. We encourage management to identify the root cause of the condition while they are producing their corrective action plan in response to the recommendations.

Effect of Recommendations

For this report, the “effect” of the condition that the recommendation addresses is an assumption made by the Committee. Performing the level of audit work necessary to include a specific effect of the condition is not within the scope of our responsibilities.

Recommendations: Detail

Recommendation AC-2023-01 - Steps Towards Timely Financial Reports

Condition:

A material weakness was identified and noted by the auditors in the SAS 115 letter (Reporting on Internal Controls). The material weakness was a repeat of a prior year audit finding where the financial statements were not filed timely with the state government. The report date for the fiscal year ended, June 30, 2023 was March 19, 2025.

Criteria:

GAO Green Book

- 10.03 Accurate and timely recording of transactions - Transactions are promptly recorded to maintain their relevance and value to management in controlling operations and making decisions. This applies to the entire process or life cycle of a transaction or event from its initiation and authorization through its final classification in summary records. In addition, management designs control activities so that all transactions are completely and accurately recorded.
- 17.06 Management completes and documents corrective actions to remediate internal control deficiencies on a timely basis.

Effect:

The City is unable to make informed financial decisions without timely and accurate financial reports. Additionally, managing multiple systems and subsequent internal reconciliation detracts from time that could be spent on improving reports. Delays in monthly close process, and a potential reduction in accuracy of financial information as reconciling systems can prove difficult.

Recommendation:

AC-2023-01.1 - Monitor performance in FY26 to assess whether resources that have been added to the Finance Department (2 new roles, new ERP business management software coming online) have been sufficient, or whether additional resources are needed. Request a point-in-time assessment by City Staff on the implementation of the new ERP and establish a workplan for migration or a new RFP by the end of 2027. Based on the results of the point-in-time update, allocate additional financial resources to improve existing and expand integrations across various COH departments as is applicable or prepare RFP for ERP that more adequately serves the city's needs. In addition, internal policy documents should be updated with information relevant to the integration or RFP within one calendar year of 2027.

AC-2023-01.2 - Develop a detailed project management plan for the month end close process for submission and approval by Council and the Audit Committee.

AC-2023-01.3 - Shorten the month end close period to 10 business days

Recommended steps toward this goal include:

- a) Identifying journal entries for automation (interface from another system, using information.
- b) Removing the requirement for hard copy documentation.
- c) Identifying recurring journal entries to auto generate.
- d) Identifying areas that can be recorded as estimates, especially areas that reverse in the next period.
- e) Quantifying the number of manual journal entries that recur monthly.

AC-2023-01.4 - Develop a detailed project management plan for the annual report process for submission and approval by Council and the Audit Committee. This is to include the quantification of annual/year-end specific entries and top-side entries.

Recommendation AC-2023-02 - Address Misstatements Prior to Identification by the Auditor

Condition:

Corrected misstatements that were greater than trivial for the Long-term debt and the Due to/from accounts were noted within the SAS 114 letter provided by the auditors. Therefore, management's process failed to prevent, detect, or correct misstatements prior to identification by the auditor.

Criteria:

GAO Green Book

- 7.08 Management designs responses to the analyzed risks so that risks are within the defined risk tolerance for the defined objective. Management designs overall risk responses for the analyzed risks based on the significance of the risk and defined risk tolerance.
- 10.01 Management should design control activities to achieve objectives and respond to risks.
- 17.06 Management completes and documents corrective actions to remediate internal control deficiencies on a timely basis.

Effect:

Processes that fail to prevent, detect, or correct misstatements may lead to additional misstatements and/or cause additional work when finalizing the respective audit cycle.

Recommendation:

AC-2023-02.1 - We recommend that the City develop a corrective action plan to identify the root cause of why the misstatements occurred. Once identified, we recommend that management establish and implement sufficient processes that prevent, detect, and correct misstatement from occurring within the Long-term debt and Due to/from accounts.

Recommendation AC-2023-03 - Timely Internal Financial Reports to Council

Condition:

Interim financial reports are not being provided to Council, per Treasurer Brooks in written responses to Audit Committee questions, as discussed in the Audit Committee meeting of July 22, 2025.

Criteria:

Quarterly reports are required by § C5-2 D of the City Charter.

GAO Green Book

- 5.01 Management should evaluate performance and hold individuals accountable for their internal control responsibilities.
- 12.05 Management periodically reviews policies, procedures, and related control activities for continued relevance and effectiveness in achieving the entity's objectives or addressing related risks.
- 14.01 Management should internally communicate the necessary quality information to achieve the entity's objectives.

Effect:

Council is not receiving timely financial data to inform decisions. This may result in inaccurate projections of budget and other related financial decisions.

Recommendation:

AC-2023-03.1 - Council and management determine in advance a schedule for interim financial statements to be provided on at least a quarterly basis, beginning no later than calendar 2027.

AC-2023-03.2 - Council holds management accountable for the provision of timely interim financial statements.

AC-2023-03.3 - Council and management monitor performance in FY26 to determine whether additional resources are needed for the Finance Department.

Recommendation AC-2023-04 - Capital Asset Thresholds and Useful Lives

Condition:

The Capitalization threshold stated in Footnote 1.F of the FY23 financial statements (\$2,500) is at a level of precision that is lower than necessary for the operation of the control objective. Additionally, the useful lives of respective capital assets may be too high (e.g., vehicle useful lives are 10 years).

Criteria:

GAO Green Book

- 6.01 Management should define objectives clearly to enable the identification of risks and define risk tolerances.
- 7.01 Management should identify, analyze, and respond to risks related to achieving the defined objectives.
- 12.05 Management periodically reviews policies, procedures, and related control activities for continued relevance and effectiveness in achieving the entity's objectives or addressing related risks.

Effect:

Increased administrative burden tied to recordation and depreciation of relatively low-value items, using resources that could be allocated to other, higher-value control activities. Additionally, capital assets that are fully depreciated and/or no longer in service are not timely adjusted in the financial statements.

Recommendation:

AC-2023-04.1 - Management periodically reviews and adjusts the capitalization threshold to commensurate with defined risk tolerance that is appropriate for the City's objectives..

AC-2023-04.2 - Management reviews and updates established useful lives of capital assets.

AC-2023-04.2 - Management quantifies the dollar amount of capital assets that are fully depreciated as well as capital assets that are no longer in service but still labeled as a capital asset. Management then makes accounting adjustments as necessary.

Recommendation AC-2023-05 - Corrective Action Plans

Condition:

A detailed corrective action plan to address the material weakness and corrected audit misstatements noted by the audit was not available. In order to sufficiently address the root cause of these items, a more detailed corrective action plan beyond hiring additional staff is warranted.

Criteria:

GAO Green Book

- 17.06 Management completes and documents corrective actions to remediate internal control deficiencies on a timely basis. These corrective actions include resolution of audit findings. Depending on the nature of the deficiency, either the oversight body or management oversees the prompt remediation of deficiencies by communicating the corrective actions to the appropriate level of the organizational structure and delegating authority for completing corrective actions to appropriate personnel. The audit resolution process begins when audit or other review results are reported to management, and is completed only after action has been taken that (1) corrects identified deficiencies, (2) produces improvements, or (3) demonstrates that the findings and recommendations do not warrant management action. Management, with oversight from the oversight body, monitors the status of remediation efforts so that they are completed on a timely basis.

Effect:

Without addressing the root cause of deficiencies, the deficiencies may continue to persist.

Recommendation:

AC-2023-05.1 - We recommend that management develop a detailed action plan in compliance with GAO Green Book section 17.06 and OV3.07-OV3.11 that specifically addresses:

1. the material weakness.
2. process in which the corrected misstatements occurred.
3. Audit Committee recommendations.

We request that this plan include an assessment on the root cause of the condition, a thorough timeline for implementing the corrective actions, and to be delivered to Ctiy Council and the Audit Committee for review.

Recommendation AC-2023-06 - General Ledger Reconciliations

Condition:

The City's "Internal Control Policies & Procedures" document dated January 28, 2019, does not establish a timeline for which other general ledger accounts are to be reconciled.

Criteria:

GAO Green Book

- 10.03 Accurate and timely recording of transactions - Transactions are promptly recorded to maintain their relevance and value to management in controlling operations and making decisions. This applies to the entire process or life cycle of a transaction or event from its initiation and authorization through its final classification in summary records. In addition, management designs control activities so that all transactions are completely and accurately recorded.

Effect:

Accounts left unreconciled may not prevent, detect, or correct misstatements in a timely manner. Additionally, the effort to reconcile the accounts at a later date may cause additional effort to resolve.

Recommendation:

AC-2023-06.1 - We recommend that management perform monthly reconciliations for all general ledger accounts that meet a certain threshold (\$ and/or % change from prior month and/or estimate) defined by management.

Recommendation AC-2023-07 - Improvements to the MD&A

Condition:

Improvements to the Management Discussion & Analysis (MD&A) section have been identified that can provide additional information and accessibility to the reader.

Criteria:

City of Hyattsville Strategic Goal #1: Ensure Transparent and Accessible Governance

Effect: Residents are challenged to understand the City's financial condition, hindering effective citizen input.

Recommendation:

AC-2023-07.1 - Enhance financial report utility and to more clearly depict long term financial trends, begin adding select "Indicators of Financial Condition" to future Financial Statements, as developed by the Public Sector Accounting Board (PSAB) in Canada* and aligned with the Governmental Accounting Standards Board (GASB) in the U.S, and promoted by the municipal advocacy non-profit Strong Towns.

*Although these standards are not required to be followed, we recommend using this as a guideline for this recommendation.

AC-2023-07.2 -

- a. Adding a glossary for the acronyms used within the report.
- b. Speaking to financial decisions or "anomalies" in the city's finances that need additional context (i.e., negative balance of \$27M for capital projects fund, bonds not being realized within a fiscal year, net position of different departments changing due to the operating environment [COVID-19])
- c. Ensure that the graphs and charts displayed are easy to follow and align to the narrative.
- d. The ability to have the PDFs of financial reports posted on the City's website must be searchable. The characters within the financial reports are not able to be recognized in its current submission.

Appendices

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Acronyms.....	17



Referenced Documents

- [United States Government Accountability Office Standards for Internal Control in the Federal Government, GAO-14-704G, September 2014](#)
- [Audit Committee Worksheet](#)
- [FY23 Audited Financial Report](#)
- [FY23 SAS 114 Letter \(Those in Charge of Governance\)](#)
- [FY23 SAS 115 Letter \(Reporting on Internal Controls\)](#)
- [City Council Agendas and Meeting Minutes](#)
- [Audit Committee Agendas and Meeting Minutes](#)

Acronyms

Definitions

AC	Audit Committee
CAP	Corrective Action Plan
COH	City of Hyattsville
COSO	Committee of Sponsoring Organizations
ERP	Enterprise Resource Planning
FY	Fiscal Year
GAAP	United States Generally Accepted Accounting Principles
GAAS	United States Generally Accepted Auditing Standards
GAO	United States Government Accountability Office
GAS	Government Auditing Standards
GASB	Governmental Accounting Standards Board
GL	General Ledger
JE	Journal Entry
JV	Journal Voucher
MD&A	Management Discussion & Analysis
MW	Material Weakness
RFP	Request for Proposal
SAS	Statement of Auditing Standards
YE	Year-end



City Council
November 3, 2025

Submitted by: Alison Weikel
Submitting Department: Police
Agenda Section: Action Items

Item Title:
Agreement with Lexis Nexis Risk Solutions

Suggested Action:
I move Mayor and Council authorize the City Administrator to enter into an agreement with Accurant/Lexis Nexis for access to their records database.

Legal Review Required?
Completed

Summary Background:
The Prince George's County Police Department was awarded a GOCCP grant to fund a consortium agreement that will permit law enforcement agencies within Prince George's County to participate in the LexisNexis Accurant Virtual Crime Center (AVCC). This agreement will allow HPD to access the Lexis Nexis investigative tools by providing law enforcement the ability to link cross-jurisdictional data quickly and efficiently in urgent situations to help solve crime. This investigative tools combines identity data and nationwide law enforcement data in a powerful search that builds a comprehensive profile of an individual, a location, and an incident to reveal connections. This software links billions of public records to agency-provided data around the country to make connections between people, businesses, vehicles, and phones to reduce crime and help close cases, ultimately ensuring justice for victims.

At the August 4, 2025 Council Meeting, this item was tabled.

At the September 15, 2025, Council Meeting, Council requested staff take the following actions prior to bringing the contract back for consideration:

- Ensure a more robust contract/agreement
- Clarify that HPD data would not be provided to third parties.
- Clarify that HPD data would not be accessible to Immigration & Customs Enforcement (ICE)
- Verify what information would be shared

Since September 15th, staff have worked with LexisNexis and modified the agreement to ensure that all council requests were satisfied. During the month of October, an updated draft of the agreement was emailed to the Mayor and Council for their review, prior to the November 3rd, Council meeting. One council member requested an additional modification to the agreement that would provide the City with prompt notification in the event of a subpoena or court order that required HPD data be turned over to the Department of Homeland Security Immigration and Customs Enforcement. This additional change has been made.

Next Steps:

Upon Council approval, execute agreement

Fiscal Impact:

N/A

City Administrator Comments:

Access to this program is grant funded and will ensure HPD can access necessary data to aid in investigations.

Community Engagement:

N/A

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations

Full legal name of agency:		Main phone number for address*: *If this is a cell, additional documents may be required
If this application is for an additional account, Parent account number:		Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):	Previous address if at the current address less than 6 mos:	
Website address:	External Agency IP Address (https://www.whatismyip.com):	
External Agency IP Range – From:	External Agency IP Range – To:	
Agency information:		
☐ Federal Government	☐ Federal Law Enforcement	☐ Local/Municipal Government
☐ State Government	☐ State Law Enforcement	☐ Local/Municipal Law Enforcement
☐ Other (please explain):		

Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)

Product Administrator or Main Contact (first & last name):	Title:
E-Mail Address:	Admin IP Address:
Required for local and municipal agencies:	
Administrator Home Address (street, city, state, zip):	Administrator Date of Birth:

Section III – Billing Information

Billing Contact (first & last name): check here if same as Administrator ☐	Title:
Billing Address (street, city, state, zip):	Telephone:
E-Mail Address:	Sales Tax Exempt: ☐ No ☐ Yes – please provide proof of exemption
Do you require a PO number on invoice: ☐ No ☐ Yes If Yes, provide PO Number:	

Section IV – Business-to-Business Vendor Reference

Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:

Contact Phone:

Contact Email Address:

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:

Date Signed:

Applicant Name:

Title:

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: _____
DBA: _____
Address: _____
City, State, Zip: _____
REQUIRED Please describe your purpose of use:

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☐	Use by a government agency, but only in carrying out its functions.
☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.

☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☐ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. **Definitions.** For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- ☐ Fraud Prevention and identity verification purposes
- ☐ For uses permitted or required by law
- ☐ For uses permitted or required by governmental rules
- ☐ For uses permitted or required by regulation
- ☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

- 1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
- 2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the

Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.

3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER

Signature

Print Name

Title

Dated

(mm/dd/yy)

**Accurant Virtual Crime Center/Accurant Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum**

Consortium Sub-Agency

This Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurant Virtual Crime Center; Accurant Crime Analysis; LexisNexis Community Crime Map; and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the Consortium Lead Agency _____ and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). As the Consortium SubAgency signing below ("Customer"), your use of the LN Services is subject to the Agreement signed by the Consortium Lead Agency identified above, and this Addendum. A substantially similar version of the Agreement may be found at <http://www.lexisnexis.com/risk/masterterms/government/>. The LN Services subscribed to herein will be _____. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
 - c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
 - d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
 - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions. The Hyattsville PD data available in AVCC and used in Prince George's County will include incidents from both their Record Management System and their Computer Aided Dispatch System.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
 - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.

- f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not

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unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, nonexclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

2. **Hyattsville PD Data Non-Disclosure Provision**

For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions. Notwithstanding any other provision of this Addendum or Agreement, data contributed by Hyattsville Police Department ("Hyattsville PD Data") shall not be provided, disclosed, or otherwise made accessible to any third parties without the express prior written consent of Hyattsville PD. For further clarity, Hyattsville PD Data shall not be accessible to, shared with, or disclosed to the Department of Homeland Security Immigration and Customs Enforcement ("DHS ICE") under any circumstances, unless required by applicable law or pursuant to a valid court order, and Hyattsville PD will be notified promptly of any such legal requirement.

Customer will not provide a de-identified subset of its data to third parties (initials _____).

1. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and

limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.

2. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites,

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including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): _____ **CUSTOMER:**

Signature: _____

Print: _____

Title: _____

Date: _____

Exhibit A

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

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6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

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**Accurint Virtual Crime Center/Accurint Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum**

Consortium Sub-Agency

This Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center; Accurint Crime Analysis; LexisNexis Community Crime Map; and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the Consortium Lead Agency _____ and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). As the Consortium SubAgency signing below ("Customer"), your use of the LN Services is subject to the Agreement signed by the Consortium Lead Agency identified above, and this Addendum. A substantially similar version of the Agreement may be found at <http://www.lexisnexis.com/risk/masterterms/government/>. The LN Services subscribed to herein will be _____. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
 - c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
 - d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
 - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions. The Hyattsville PD data available in AVCC and used in Prince George's County will include incidents from both their Record Management System and their Computer Aided Dispatch System.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
 - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.

- f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not

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unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, nonexclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

2. Hyattsville PD Data Non-Disclosure Provision

For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions. Notwithstanding any other provision of this Addendum or Agreement, data contributed by Hyattsville Police Department ("Hyattsville PD Data") shall not be provided, disclosed, or otherwise made accessible to any third parties without the express prior written consent of Hyattsville PD. For further clarity, Hyattsville PD Data shall not be accessible to, shared with, or disclosed to the Department of Homeland Security Immigration and Customs Enforcement ("DHS ICE") under any circumstances, unless required by applicable law or pursuant to a valid court order, and Hyattsville PD will be notified promptly of any such legal requirement.

Customer will not provide a de-identified subset of its data to third parties (initials _____).

1. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and

limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.

2. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites,

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including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): _____ **CUSTOMER:**

Signature: _____

Print: _____

Title: _____

Date: _____

Exhibit A

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

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6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

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**Accurint Virtual Crime Center/Accurint Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum**

Consortium Sub-Agency

This Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center; Accurint Crime Analysis; LexisNexis Community Crime Map; and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the Consortium Lead Agency _____ and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). As the Consortium SubAgency signing below ("Customer"), your use of the LN Services is subject to the Agreement signed by the Consortium Lead Agency identified above, and this Addendum. A substantially similar version of the Agreement may be found at <http://www.lexisnexis.com/risk/masterterms/government/>. The LN Services subscribed to herein will be _____. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
 - c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
 - d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
 - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions. The Hyattsville PD data available in AVCC and used in Prince George's County will include incidents from both their Record Management System and their Computer Aided Dispatch System.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
 - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.

- f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not

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unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, nonexclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

2. Hyattsville PD Data Non-Disclosure Provision

For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions. Notwithstanding any other provision of this Addendum or Agreement, data contributed by Hyattsville Police Department ("Hyattsville PD Data") shall not be provided, disclosed, or otherwise made accessible to any third parties without the express prior written consent of Hyattsville PD. For further clarity, Hyattsville PD Data shall not be accessible to, shared with, or disclosed to the Department of Homeland Security Immigration and Customs Enforcement ("DHS ICE") under any circumstances, unless required by applicable law or pursuant to a court order or subpoena, and Hyattsville PD will be notified promptly upon receipt of a request for such information. LN will provide such notice unless prohibited from doing so by the terms of the subpoena, court order, or applicable law.

Customer will not provide a de-identified subset of its data to third parties (initials _____).

1. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS

Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.

2. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
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Signature: _____

Print: _____

Title: _____

Date: _____

Exhibit A

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CRIMINAL JUSTICE INFORMATION SERVICES
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- a. Investigate or decline to investigate any report of unauthorized use;
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5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

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6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

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6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

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City Council

November 3, 2025

Submitted by: Alison Weikel
Submitting Department: Police
Agenda Section: Action Items

Item Title:
Contract Award: Stop Sign Cameras

Suggested Action:

I move that Mayor and Council authorize the City Administrator to enter into a three-year contract with JENOPTIK Smart Mobility Solutions, LLC, for Hyattsville's Automated Stop Sign Enforcement Program, subject to review and approval by the City Attorney for legal sufficiency.

Legal Review Required?

Pending

Summary Background:

House Bill 364, which took effect on July 1, 2024, authorizes the use of stop-sign monitoring systems in Prince George's County, Maryland, subject to specific statutory conditions. Among these requirements, the implementation of such systems must be approved by the governing body of the local jurisdiction. Additionally, each individual location that meets the legislative requirements must receive authorization from the Prince George's County Council. Provisions within the law establish further operational, technical, and procedural criteria governing the deployment and use of these systems.

On September 16, 2024, the Hyattsville City Council adopted Ordinance 2024-04, authorizing the use of automated stop-sign camera enforcement within designated school zones within the City limits of Hyattsville. Subsequently, on September 30, 2025, the City issued RFP #HPD2025-001 seeking qualified vendors with the capability to detect and document stop-sign violations through automated means. In response to the RFP, three vendors submitted proposals.

The RFP evaluation committee reviewed and scored the proposals. Following the evaluation of the proposals, a Notice of Intent to Award was issued on Friday, October 24, 2025, identifying JENOPTIK Smart Mobility Solutions, LLC as the recommended vendor for a three-year contract. The contract terms require no up-front costs to the City and establish a revenue-sharing arrangement under which the vendor will receive 35% of collected revenues, with the City retaining the remaining 65%.

To maintain momentum in the implementation process, staff have submitted a list of potential camera locations to the Prince George's County Council for review and consideration. A pending legal opinion, however, may necessitate adjustments to these proposed sites. Based on community feedback and City Council input, staff's intent was to seek County Council authorization for all potential locations within designated school zones. Further evaluation will be required to confirm the appropriateness of each site. The City's goal is to activate a limited number of locations as soon as practical, once all necessary approvals and logistical requirements

are met. All locations where cameras are installed will be published on the City's website and communicated to the City Council and community prior to any automated camera becoming operational.

*As required by MD Code, Transportation §12-113.1, any recorded images or associated data that do not constitute evidence of a violation must be immediately removed and destroyed. Retention of recorded images or captured data may only continue for one year after adjudication of the violation or five years after capture, whichever is sooner.

Next Steps:

Upon Council approval, execute contract with approved vendor.

Fiscal Impact:

TBD, the contract stipulates a 65/35 split with the vendor collecting 35% of revenues and the City maintaining 65% of revenues from stop sign camera violations.

City Administrator Comments:

Recommends support.

Community Engagement:

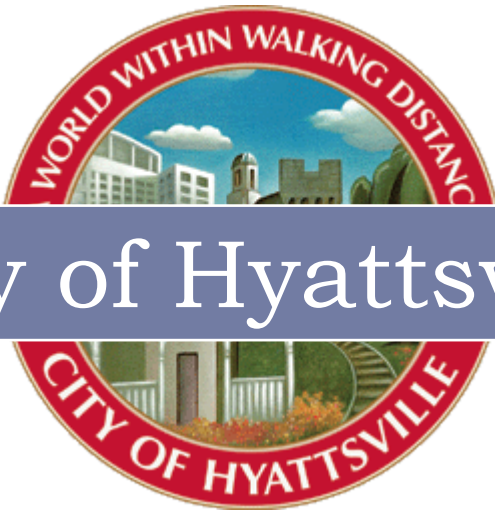
All approved stop sign camera locations will be posted to the City's website.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Date: 09/30/2025

RFP Number:
HPD2025-001



City of Hyattsville – RFP

Request for Proposal

**Automated Stop Sign
Enforcement Program**

City of Hyattsville

4310 Gallatin Street
Hyattsville, MD 20781

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REQUESTS FOR PROPOSALS

The City of Hyattsville, Maryland, invites sealed proposals from qualified vendors to provide and operate a Automated Stop Sign Enforcement Program.

BACKGROUND AND OBJECTIVE

The purpose of this solicitation is for the City of Hyattsville to select one (1) RFP Respondent (hereinafter “Contractor”) that provides the best price and demonstrates the highest level of responsiveness as determined by City staff. The Contractor selected will be required to comply with all applicable Federal, State, and local requirements, and shall utilize industry standards and best practices to design, install, operate, and maintain a Stop Sign Camera Automated Enforcement Program.

The City will select one Contractor for this RFP based on the evaluation of submitted proposals and in accordance with the schedule below.

RFP Solicitation Schedule:

September 30, 2025: Solicitation

October 6, 2025: Questions Due by 4:30PM

October 14, 2025: Proposals Due at 9:00AM

October 14, 2025: Proposals Opened at 4:00PM

October 24, 2025: Notification of Intent to Award

November 3, 2025: Council Approval

These durations and dates are for information purposes only and the owner reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all the solicitation steps.

RECORDS & REPORTS

The City will require the vendor to maintain an original set of records on work performed including daily reports, delivery tickets, testing reports, certifications, and any other documents as may be required in performance of this work. The City will be provided a duplicate set of records, but upon request may require the vendor to provide specific records for the purpose of confirming City records or use in litigation.

SCOPE OF PROPOSAL

The City of Hyattsville is seeking a qualified Contractor to furnish all labor, materials, equipment, software, and services necessary to implement an **Automated Stop Sign Enforcement Program**. The Contractor shall design, install, operate, and maintain a fully functional automated enforcement system that complies with Federal, State of Maryland, and local laws and regulations.

The scope of this proposal includes, but is not limited to, the following:

I. System Design & Technology

- Provide fixed-post or mobile trailer-based camera systems equipped with radar, lidar, or equivalent technology capable of detecting and documenting stop sign violations.
- Ensure the system is capable of capturing high-resolution images and/or video sufficient to identify vehicle license plates and violation details.
- Utilize technology that minimizes false positives and ensures accurate violation capture.

2. Installation & Deployment

- Coordinate with City staff for site selection, traffic studies, and placement of stop sign camera systems.
- Install equipment in accordance with all safety standards and best practices.
- Ensure minimal disruption to traffic and community during deployment.

3. System Operation & Maintenance

- Provide full operation of the system, including data collection, storage, and secure transfer of violation records.
- Maintain all equipment to ensure optimal performance and maximum up time.
- Provide routine inspections, preventive maintenance, and emergency repairs when required.
- Conduct and document daily log checks of each system to verify functionality, calibration status, and overall performance. Logs must be available for City review upon request.
- The City of Hyattsville requires three (3) years of remote and on-site support with the option to continue annual support after the 3-year period. The Vendor shall provide a detailed description of standard and extended support, maintenance, and the average response time for support requests.
- State the name of the company which will be delivering service and on-site support for this service. If service is subbed out, provide the name of the sub-contractor and working relation to said sub-contractor.
- Provide a technical roadmap for the proposed solution. How does the proposed solution fit into the vendor's current product lifecycle? Provide a list of policies on firmware updates for the proposed solution, how often updates are released, how the City of Hyattsville will be notified of updates, and how updates will be applied.

4. Violation Processing & Adjudication Support

- Supply a secure and legally compliant back-office system to review, process, and prepare violations for issuance by authorized law enforcement personnel.
- Ensure evidence packages meet standards for use in court proceedings.
- Provide an interface for City staff to approve or reject violations prior to issuance.

5. Data Reporting & Program Evaluation

- Provide monthly, quarterly, and annual reports detailing violation counts, citation issuance, system uptime, and program effectiveness.
- Support the City with data analysis to evaluate traffic safety impacts.
- Provide audit logs and system access reports as requested.

6. Training & Support

- Provide comprehensive training for City staff and law enforcement personnel on system use, violation review, and reporting tools.
- Maintain a customer support system with guaranteed response times.

7. Compliance & Best Practices

- Operate the program in compliance with the Maryland Annotated Code, applicable case law, and all other relevant laws.
- Follow recognized industry standards and best practices for automated enforcement programs.
- Ensure data privacy, cybersecurity, and chain-of-custody protocols are maintained at all times.

8. Engagement Methodology

- The City of Hyattsville is seeking a turn-key solution for the implementation of an Automated Stop Sign Enforcement Program. The selected Contractor will be fully responsible for providing all hardware, software, infrastructure, and services required to ensure a seamless and effective program launch and long-term operation.

AMERICANS WITH DISABILITIES ACT (ADA) ACKNOWLEDGEMENT

The Contractor, in performance of this public works construction project, or where there is an ADA component involved, acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, and/or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

COMPENSATION FOR SERVICES (FEE)

The City intends to enter a service contract(s) for the proposed project term. Compensation for the services rendered, will be based upon a contract and will be based on the unit rates as provided on the price proposal form.

EVALUATION CRITERIA AND SELECTION PROCEDURES

Evaluation Criteria: Evaluation of Contractor will be based upon the complete submission of the required proposal package. Incomplete packages may be eliminated from further consideration.

Selection Procedures: Selection of successful Contractor will be based upon the following:

- Proposal price
- History of working with the City of Hyattsville
- History of project of similar scope
- Availability of equipment and personnel to complete the project within the allotted time.

GENERAL CONDITIONS FOR PROPOSALS

Failure to read the RFP and comply with its instructions will be at the Contractor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The proposal must be signed by a designated representative or officer authorized to bind the Contractor contractually. Submission of a signed proposal to the City will be interpreted to indicate the Contractor's willingness to comply with all terms and conditions set forth the herein.

SUBMISSION OF PROPOSALS

The Proposals will be received by the City Clerk, **no later than Tuesday October 14, 2025 by 9:00AM**, and delivered to

**The City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781
Attn: Nate Groenendyk, City Clerk**

For additional information regarding the services specified in this request for qualifications, **contact Lt. Christopher Evans, Administrative Services Commander, in writing by email at Cevans@hyattsville.org**. Questions specific to this solicitation will be accepted until 4:30 PM on October 6, 2025.

PROPOSAL DOCUMENTS

A vendor responding to this RFP for the **“Automated Stop Sign Enforcement Program”** must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the vendor. The City will base the selection of a Vendor on documentation submitted in the Proposal Documents.

Applicants must submit **three (3) total copies of their Proposal. These copies must adhere to the following format: one (1) bound, one (1) unbound and one (1) digital pdf copy of the proposal on thumb drive.** Each Contractor will be evaluated, rated and/or ranked, based on information provided in their Proposal.

EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT

The Proposals will be publicly opened and read on **October 14 at 4:00 PM via a public zoom link in the Treasurer’s office** of the City of Hyattsville’s Municipal Building, 4310 Gallatin Street, Hyattsville, Maryland.

The City reserves the right to reject any and all RFP submissions and further reserves the right to re-issue the RFP.

PRICE TO REMAIN VALID

All Proposals must be valid for a period of **120 days** from the due date of the RFP.

AMENDMENT OR CANCELLATION OF THE RFP

The City of Hyattsville reserves the right to cancel, amend, modify or otherwise change this application process at any time if it deems to be in the best interest of the City of Hyattsville to do so.

PROPOSAL MODIFICATIONS

No additions or changes to any Proposals will be allowed after the application due date, unless such modification is specifically requested by the City of Hyattsville. The City, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

SUSPENSION AND/OR DEBARMENT

Developers, Contractors, Companies or Sub-Contractors which are either suspended or debarred from performing work by the State of Maryland or within Prince George’s County, Maryland, are prohibited from submitting an application under this Program. A Contractor that submits a proposal that is found to have been suspended and/or debarred from conducting business within Prince George’s County, Maryland, such developer will be reported to the State’s Attorney General and Comptroller’s Office.

PRESENTATION OF SUPPORTING EVIDENCE

Contractors responding to this solicitation must be prepared to provide substantiation of any experience, performance,

ability and/or financial sureties claimed in their Proposal that the City of Hyattsville deems to be necessary or appropriate.

ERRONEOUS DISBURSEMENT OF FUNDS

The City of Hyattsville reserves the right to correct any inaccurate awards of monies under this Program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

PROPOSAL PREPARATION COSTS

Contractors are responsible for all costs and expenses incurred in the preparation of a Proposal to respond to this solicitation.

THIS SOLICITATION IS NOT A CONTRACT

This solicitation is not a contract and will not be interpreted as such.

SUB-CONTRACTORS

The Contractor submitting a proposal certifies and warrants that all payments of fees charged by any sub-Contractors pursuant to that contract are the sole responsibility of the Contractor.

CODES AND STANDARDS

Comply with all Federal, Maryland, and Hyattsville regulations, codes, and standards for construction. No work is to occur between the hours of 7:00 PM and 7:00 AM Monday through Friday or anytime on Saturday and Sunday. All work, including emergencies, during these hours require written permission from the Department of Public Works (DPW) Director and the Police Department.

In performance of this project, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City of Hyattsville and warrants to the best of its professional information, knowledge, and belief that its design, product, or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

SEQUENCING AND SCHEDULING

Upon acceptance of the Proposal and execution of a contract, the Contractor shall begin work within 30 calendar days of the date of the notice to proceed.

The City shall facilitate the Contractor's work by providing reasonable access to all work areas. The City shall facilitate the Contractor's services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s).

LIQUIDATED DAMAGES

There will be no liquidated damages for this RFP.

LEGAL TERMS

It is the policy of the City of Hyattsville that all legal disputes are heard in a court of law in Prince George's County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

The City of Hyattsville will not agree to terms that are not consistent with this policy.

END OF RFP

PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Contact Person

Phone Number

Email Address

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following:

That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal.

That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor _____

Authorized Signature _____

Name and Title of Signatory _____

Date _____

Type of Organization (circle One): Corporation Partnership Proprietorship

SEAL:

(If corporation)

INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit I.

I. Workers Compensation

Coverage Statutory

A:

Coverage \$500,000 Bodily Injury by Accident for Each Accident

B:

\$500,000 Bodily Injury by Disease for Policy Limit

\$500,000 Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

COMPANY BACKGROUND

Company Name

Main Office Location

Year Founded

Project Manager Name

Project Manager Phone

Project Manager Email

Years of Experience

Has the company ever operated under another name? If yes, what name?

Do you have the equipment and staff available to start within 10 days of notice to proceed?

If no to the previous question, how long would it take to have the equipment and staff available?

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project	
Owner of Project	
Address of Project	
Contact Person	
Phone Number	
Email address	
Description of work	
Comments	