

# 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\\_ZMk1wyVfTAWItlg9KtbHRg](https://us06web.zoom.us/webinar/register/WN_ZMk1wyVfTAWItlg9KtbHRg)

**Monday, June 10, 2024**

**7:00 PM**

**Virtual**

### **City Council**

**Robert S. Croslin, Mayor**  
**Joseph Solomon, Council President, Ward 5**  
**Joanne Waszczak, Council Vice President, Ward 1**  
**Sam Denes, Ward 1**  
**Danny Schaible, Ward 2**  
**Emily Strab, Ward 2**  
**Jimmy McClellan, Ward 3**  
**Kareem Redmond, Ward 3**  
**Edouard Haba, Ward 4**  
**Michelle Lee, Ward 4**  
**Rommel Sandino, Ward 5**

### **ADMINISTRATION**

**Tracey E. Douglas, City Administrator**  
**Laura Reams, City Clerk, 301-985-5009, [cityclerk@hyattsville.org](mailto: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](http://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](mailto: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 [hyattsville-md.granicus.com/MediaPlayer.php?camera\\_id=2](http://hyattsville-md.granicus.com/MediaPlayer.php?camera_id=2)

**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](http://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](http://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, June 10, 2024 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](http://www.hyattsville.org/meetings).

**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](mailto: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\\_ZMk1wyVfTAWItlg9KtbHRg](https://us06web.zoom.us/webinar/register/WN_ZMk1wyVfTAWItlg9KtbHRg)

1. **Call to Order and Council Roll Call**
2. **Pledge of Allegiance to the Flag**
3. **Approval of Agenda**
4. **Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker**
5. **City Administrator Update (7:20 p.m - 7:40 p.m.)**
6. **Presentations (7:40 p.m. - 8:10 p.m.)**
  - 6.a. **City of Hyattsville 10 Year Financial Forecast** [HCC-367-FY24](#)  
For presentation.  
**Sponsors:** City Administrator  
**Department:** Finance
7. **Appointments**

**7.a. Appointment to Board of Supervisors of Elections** [HCC-366-FY24](#)

I move that the Mayor, with Council approval, appoint Nicola Konigkramer (Ward 3) to the Board of Supervisors of Elections for a term to expire on January 12, 2027.

**Sponsors:** Croslin

**Department:** City Clerk

**Attachments:** [Nicola Konigkramer 5.24.2024 redc.pdf](#)

**8. Consent Items (8:10 p.m. - 8:15 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. Disbursement of Ward 3 Discretionary Funds** [HCC-372-FY24](#)

I move that the Mayor and Council authorize the disbursement of \$90.46 to Kareem Redmond for reimbursement for refreshments provided at the community meeting held on June 6, 2024 at the City Building.

**Sponsors:** McClellan and Redmond

**Department:** Legislative

**Attachments:** [Receipt.jpeg](#)

**9. Action Items (8:15 p.m. - 8:45 p.m.)****9.a. Hyattsville Ordinance 2024-02: Fiscal Year 2025 Budget (Second Reading and Adoption)** [HCC-364-FY24](#)

I move the Mayor and Council adopt Hyattsville Ordinance 2024-02, an ordinance adopting an annual budget for the Fiscal Year July 1, 2024, through June 30, 2025, for the general purpose, fixing the tax rates for the Fiscal Year beginning July 1, 2024; authorizing collection of taxes herein levied, and appropriating funds for the fiscal year (Second Reading and Adoption).

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:** [Hyattsville Ordinance 2024-02 Fiscal Year 2025 Budget Final DRAFT .pdf](#)  
[University Town Center Special Tax Report \(2024\).pdf](#)

**9.b. Hyattsville Ordinance 2024-03: Authorizing the Issue and Sale of General Obligation Bonds (Second Reading and Adoption) [HCC-365-FY24](#)**

I move that the Mayor and Council adopt Hyattsville Ordinance 2024-03 authorizing and empowering the City of Hyattsville to issue and sell from time to time one or more series of general obligation bonds in an aggregate principal amount not to exceed Seventeen Million Five Hundred Thousand Dollars (\$17,500,000), the proceeds of the sale of the bonds to be used and applied for the public purpose of financing, reimbursing or refinancing costs of the project identified as 3505 Hamilton Street Public Safety Building, together with related costs; specifies the amount of the bonds to be allocated to the project, provides that each series of the authorized bonds may be sold at public sale or private sale; authorizes the City Council to determine or provide by resolution for various matters relating to the authorization, sale, security, issuance, delivery, payment, and redemption or repayment of, and for each series of bonds. The City pledges its full faith and credit and unlimited taxing power to the payment of debt service on the bonds and provides for the imposition of ad valorem taxes sufficient for such purposes. Details of any series of the bonds to be issued shall be determined or provided for by resolution of the City Council.

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:** [City of Hyattsville Ordinance 2024\(189724225.4\) 1.pdf](#)

**9.c. Contract with Motorola Solutions for New Dispatch Center Equipment and Installation [HCC-369-FY24](#)**

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Motorola Solutions for dispatch center equipment and installation not to exceed \$2,000,000, with \$650,000 funded by ARPA.

I further move that the Mayor and Council authorize the City Administrator to enter into an equipment maintenance and support contract for the dispatch center equipment with Motorola Solutions for years 2-5, at a cost not to exceed \$560,000.

The total expenditure for this project is not to exceed \$2,560,000. The contracts are subject to review and approval of the City Attorney for legal sufficiency.

**Sponsors:** City Administrator

**Department:** Police Department

**Attachments:** [Motorola Proposal Communications Center](#)

**10. Council Dialogue (8:45 p.m. - 8:55 p.m.)**

**11. Motion to Close (8:55 p.m. - 9:25 p.m.)**

**11.a. Motion to Close - Note: Council will Not Return to Open Session**[HCC-370-FY24](#)

I move the Mayor and Council close the Council Meeting of June 10, 2024, to discuss the performance evaluation and compensation of an employee over whom this public body has jurisdiction.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

**Sponsors:** City Administrator

**Department:** City Clerk



# City of Hyattsville

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

## Agenda Item Report

---

**File #:** HCC-367-FY24

6/10/2024

6.a.

---

Submitted by: Ron Brooks  
Submitting Department: Finance  
Agenda Section: Presentation

**Item Title:**  
**City of Hyattsville 10 Year Financial Forecast**

**Suggested Action:**  
For presentation.

**Summary Background:**

The City Treasurer produces a five-year forecast which is updated annually and submitted as an attachment to the annual City Administrators Budget which is required per ARTICLE V Finance and Section C5-5 of the Charter and code.

However, this is the typical five-year forecast expanded out to a ten-year forecast and will be submitted as an attachment to the budget ordinance. The purpose of the presentation to the Council will focus on briefly discussing the new forecasting model and the assumptions attributed to the final report.

The presentation will be presented by the City Treasurer and the City's Financial Consultant.

The 10 Year Financial Forecast upon completion will provide additional clarity in key areas of City's finances long-term, including but not limited to identifying factors that may result in the reduction and/or increases of revenues, expenditures and reserve fund estimates at the end of each year within the ten-year fiscal period.

Given several factors to include but not limited to, an increase in the City's population via the 2020 national census, the addition of new housing developments, the renovation of an existing City facility for a new Police Public Safety Building, including the possibility of additional facilities upgrades in the near term, provided the catalyst to provide a 10 Year Financial Forecast to capture the varying effects noted above, and show how these factors could impact City operations within the next ten years.

Additionally, the new forecasting model would provide the City Treasurer with a user-friendly proactive forecasting model that included a what-if format to simulate scenarios around impacts to increase/loss of revenues and expenditures. This forecasting model will be used by the Treasurer annually in preparation of the General Operating Budget.

**Purpose of the Ten-Year Forecast**

- Establish baseline revenue and expenditure assumptions that include any recommendations for process improvements (i.e. "best practices"). These baseline assumptions must include maintaining fund reserves, remaining competitive regionally by meeting pension obligations, sustaining internal service funding to meet replacement cycles, fulfilling the City's debt service obligations, and other major factors that staff will identify with the consultant at the outset.

- Provide revenue estimates for the current year and subsequent ten years for the following General Fund categories: Real Property Tax, Personal Property Tax, Sales Tax, Operating Tax, Franchise Fees, Business License Taxes, Fines, Forfeitures, Penalties, Real Property Transfer Tax, Licenses and Permits, Medical Cannabis-related Tax, Income Taxes, Interest Income, Highway Tax Revenues, Admissions Taxes, and Intergovernmental Charges for current services.
- Provide expenditure estimates for the current year and subsequent ten years for the following General Fund categories: Salaries, Overtime, and Benefits to include Medical Premiums, Vision and Dental, Long-Term Disability, Life Insurance Premiums, Employee Assistance Program, Medicare, Federal Income Tax, and Pension Obligations that can adjust to change in conditions, Services and Supplies, Other Post-Employment Benefits (OPEB), and Equipment, Capital Outlay, Debt Service, Other Charges that include grants and Transfers Out, including Capital Improvement Program (CIP) costs, including debt service.
- Provide a work document that is scenario driven. This means the work document must visualize graphically revenues, expenditures, and general fund reserve limits, and with a graphic representation of any impact to actual reserves (i.e. a “bottom line” analysis).
- Provide a work document that offers the end-user the ability to adjust the forecast with changes in the economy.
- Describe the methodology for the revenue and expenditure estimates as well as the modeling for the ten-year forecast period. Provide any “best practices” incorporated into the forecast extended out ten years.

**Next Steps:**

The forecast will be attached to the budget ordinance.

**Fiscal Impact:**

Fiscal impact to the City is noted within the final report.

**City Administrator Comments:**

For presentation.

**Community Engagement:**

The 10 year forecast will be included with the budget ordinance and posted on the City’s website.

**Strategic Goals:**

Goal 2 - Ensure the Long-Term Economic Viability of the City

**Legal Review Required?**

N/A





# City of Hyattsville

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

## Agenda Item Report

---

**File #:** HCC-366-FY24

6/10/2024

7.a.

---

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

**Item Title:**

**Appointment to Board of Supervisors of Elections**

**Suggested Action:**

I move that the Mayor, with Council approval, appoint Nicola Konigkramer (Ward 3) to the Board of Supervisors of Elections for a term to expire on January 12, 2027.

**Summary Background:**

Application attached.

Ms. Konigkramer is being appointed to the Board to fill the vacancy created by the recent resignation of Juan Castillo, who has moved outside the City limits. Mr. Castillo's term runs through January 12, 2027. At that time, Ms. Konigkramer will be eligible for appointment for a full four-year term.

**Next Steps:**

Appoint member.

**Fiscal Impact:**

Board members are paid \$750 annually, funds are included in the Elections budget.

**City Administrator Comments:**

Recommend support.

**Community Engagement:**

Meetings of the Board are open to the public. Additionally, the Board conducts various outreach events for voters and candidates throughout the year.

**Strategic Goals:**

Goal 4 - Foster Excellence in all City Operations

**Legal Review Required?**

N/A

# Board, Committee, and Commission Application

## Profile

Nicola

First Name

Konigkramer

Last Name

## Preferred Pronouns

She, her, hers

Email Address

## 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:

- 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)

Street Address

Suite or Apt

City

State

Postal Code

## Which Boards would you like to apply for?

Board of Supervisors of Elections: For Review

## 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.**

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:**

Laura Reams

**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.**

I would like to serve on the Board of Supervisors of Elections so that I can be more involved in the community and work alongside the incredible team that administers the City's elections. I believe that I am well suited to support the Board in their efforts to provide Hyattsville residents with the best voter education and voting experience.

Question applies to Board of Supervisors of Elections

**Do you have experience working in elections?**

Yes, I previously served as the Deputy City Clerk for the City of Hyattsville and have served as an election judge for general elections.

Question applies to Board of Supervisors of Elections

**What specifically interests you in the election process?**

I am particularly invested in increasing voter engagement efforts throughout the year to ensure high turnout during the election season.

Question applies to Board of Supervisors of Elections

**Are you a registered voter in the City of Hyattsville**

Yes



# City of Hyattsville

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

## Agenda Item Report

---

**File #:** HCC-372-FY24

6/10/2024

8.a.

---

Submitted by: Councilmembers McClellan and Redmond

Submitting Department: Legislative

Agenda Section: Consent

**Item Title:**

**Disbursement of Ward 3 Discretionary Funds**

**Suggested Action:**

I move that the Mayor and Council authorize the disbursement of \$90.46 to Kareem Redmond for reimbursement for refreshments provided at the community meeting held on June 6, 2024 at the City Building.

**Summary Background:**

See attached receipt.

**Next Steps:**

Approval of Disbursement

**Fiscal Impact:**

Allocation of \$90.46 of Ward 3 FY24 Funds

**City Administrator Comments:**

N/A

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

N/A



3521 EAST-WEST HIGHWAY  
HYATTSVILLE, MD 20782

Store Telephone: (301) 853-3700  
Pharmacy Telephone: (301) 853-3701  
Store #334 06/06/24 04:10pm

GROCERY

	PURELIFE 24P	6.49 B
	PURELIFE 24P	6.49 B
	PURELIFE 24P	6.49 B
	PURELIFE 24P	6.49 B
	SKNYPOP 14CT 7Z	12.99 F
	<b>BONUS BUY SAVINGS</b>	<b>3.50-F</b>
	PRICE YOU PAY	9.49
	SKNYPOP 14CT 7Z	12.99 F
	<b>BONUS BUY SAVINGS</b>	<b>3.50-F</b>
	PRICE YOU PAY	9.49
	NAB BARNRUMS MLT	9.19 F
	<b>BONUS BUY SAVINGS</b>	<b>0.20-F</b>
SC	<b>NABISCO SS WYB 2</b>	<b>3.00-F</b>
	PRICE YOU PAY	5.99
	MINI ORED TRAYPK	9.19 F
	<b>BONUS BUY SAVINGS</b>	<b>0.20-F</b>
SC	<b>NABISCO SS WYB 2</b>	<b>3.00-F</b>
	PRICE YOU PAY	5.99
	SOH PRTZL STKS	11.99 F
	42C CLSS MX 39Z	27.89 F
	<b>BONUS BUY SAVINGS</b>	<b>7.90-F</b>
	PRICE YOU PAY	19.99
	TAX	1.56
	**** BALANCE	90.46

\*\*\*\*\*  
 Payment Type: AMERICAN EXPRESS  
 EMV CONTACTLESS Purchase  
 Card: \*\*\*\*\*2003  
 Payment Amt: \$90.46  
 BALANCE: \$  
 AID: A000000025010801  
 AUTH#824176 RC#00 06/06/24 04:11pm  
 \*\*\*\*\*

	AMER EXPRESS	90.46
	CHANGE	0.00
	TOTAL NUMBER OF ITEMS SOLD =	10

\*\*\*\*\* SAVINGS SUMMARY \*\*\*\*\*  
 Card Savings: 21.30  
 Your Total Savings: 21.30



# City of Hyattsville

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

## Agenda Item Report

---

**File #:** HCC-364-FY24

6/10/2024

9.a.

---

Submitted by: Ron Brooks  
Submitting Department: Finance  
Agenda Section: Action

**Item Title:**

**Hyattsville Ordinance 2024-02: Fiscal Year 2025 Budget (Second Reading and Adoption)**

**Suggested Action:**

I move the Mayor and Council adopt Hyattsville Ordinance 2024-02, an ordinance adopting an annual budget for the Fiscal Year July 1, 2024, through June 30, 2025, for the general purpose, fixing the tax rates for the Fiscal Year beginning July 1, 2024; authorizing collection of taxes herein levied, and appropriating funds for the fiscal year (Second Reading and Adoption).

**Summary Background:**

The FY25 budget process began internally in December 2023 with initial staff meetings to determine budgetary requirements for FY25. The public process began in February 2024 with a presentation of the budget process and a Council Budget Work Session on February 26. The City's Administrator's Proposed FY25 budget was presented to the Mayor and Council on March 27.

The Real Property Tax Rate of \$0.63 per \$100 of assessed value will remain in effect for FY25.

During the budget review process the following amendments were authorized to the draft budget.

**BUDGET ADDITIONS:**

\$2,000: Education Advisory Committee: Principals Luncheon, City Council Budget  
\$3,000: Race & Equity Task Force Public Engagement Funds, City Council Budget  
\$3,000: Purchase & Install of 10 Pet Waste Stations, DPW Budget  
\$4,500: Council Laptop Replacement Purchase, Capital Budget  
\$6,000: Council Discretionary Funds, City Council Budget \$5K & Mayor's Budget \$1K  
\$50,000: Contracted Data Analyst Position, City Administrator Budget  
\$100,000: Climate Action Plan, DPW Budget  
Total Budget Additions: \$168,500

**BUDGET REDUCTIONS:**

Language Program: \$120,000  
Hiring of Lobbyist: \$40,000  
Total Budget Reductions: \$160,000

**Next Steps:**

Second Reading Adoption of the FY24 Budget Ordinance is scheduled for June 10, 2024.

**Fiscal Impact:**

See budget document.

**City Administrator Comments:**

See summary background above.

**Community Engagement:**

Per the City Charter, a fair summary of the budget ordinance will be published twice in a newspaper of general circulation. The budget and corresponding documents will be posted on the City's website and information on the budget will be included in a summer issue of the Hyattsville Reporter. Additionally, a public hearing on the budget is scheduled for June 3, 2024.

**Strategic Goals:**

Goal 2 - Ensure the Long-Term Economic Viability of the City

**Legal Review Required?**

N/A

**HYATTSVILLE ORDINANCE 2024-02**

**AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2024 THROUGH JUNE 30, 2025, FOR THE GENERAL PURPOSE; FIXING THE TAX RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024; AUTHORIZING COLLECTION OF TAXES HEREIN LEVIED, AND APPROPRIATING FUNDS FOR THE FISCAL YEAR.**

**BE IT ENACTED AND ORDAINED** by the Mayor and City Council for the City of Hyattsville, as follows:

That pursuant to Section C5-6 of the Hyattsville City Charter the annual budget is as follows:

**FY 2025 Budget – Final**

	<b>General Fund</b>	<b>Capital Projects Fund</b>	<b>Special Revenue Fund</b>	<b>Debt Service Fund</b>	<b>Total All Funds</b>
<b>Revenue &amp; Other Sources:</b>					
<b>Local Taxes:</b>					
Real Property Taxes	\$18,525,821	0	0	\$0	\$18,525,821
Personal Property Taxes	1,025,700	0	0	0	1,025,700
Operating Property	929,250	0	0	0	929,250
Income Tax	3,209,574	0	0	0	3,209,574
Admissions and Amusement Taxes	192,000	0	0	0	192,000
<b>Subtotal - Local Taxes</b>	<b>23,882,345</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23,882,345</b>
<b>Other Revenue &amp; Sources</b>					
Licenses and Permits	844,248	0	0	0	844,248
Other Governments - Grants	1,357,169	0	816,194	0	2,173,363
Service Charges	144,050	0	0	0	144,050
Fines and Forfeitures	436,200	0	1,151,250	0	1,587,450
Miscellaneous	819,200	0	0	0	819,200
Bond/Note Proceeds	0	2,500,000	0	0	2,500,000
Lease Proceeds	0	0	0	0	0
Other Sources - Transfers In/Out	0	10,996,370	0	0	10,996,370
<b>Sub-total</b>	<b>3,600,867</b>	<b>13,496,370</b>	<b>1,967,444</b>	<b>0</b>	<b>19,064,681</b>
<b>Total Revenue - Sources</b>	<b>\$27,483,212</b>	<b>\$13,496,370</b>	<b>\$1,967,444</b>	<b>\$0</b>	<b>\$42,947,026</b>
<b>Expenditures &amp; Other Uses:</b>					
Legislative	\$800,157	\$0	\$0	\$0	\$800,157
General Government	5,731,799	67,540	300,000	0	6,099,339
Police	12,638,880	4,181,130	422,775	0	17,242,785
Fire	50,000	0	0	0	50,000
Parking Compliance	0	272,700	676,951	0	949,651



Code Compliance	864,200	\$0	0	0	864,200
<b>Legislative/General/Public Safety Subtotal</b>	<b>20,085,036</b>	<b>4,521,370</b>	<b>1,399,726</b>	<b>0</b>	<b>26,006,132</b>
Public Works	7,948,219	8,875,000	0	0	16,823,219
Community Services/PEG	1,022,729	100,000	368,194	0	1,490,923
Community Development	1,076,169	0	148,000	0	1,224,169
Other Financing - Transfers-In	0	0	0	1,764,541	1,764,541
Other Financing -Transfers-Out	1,764,541	0	0	(1,764,541)	0
Proposed COLA Cost	452,000	0	0	0	452,000
<b>Total Expenditures - Uses</b>	<b>32,348,694</b>	<b>13,496,370</b>	<b>1,915,920</b>	<b>0</b>	<b>47,760,984</b>
<b>Excess of Revenue and Other Sources over Expenditures and Other Uses</b>	<b>(\$4,865,482)</b>	<b>\$0</b>	<b>\$51,524</b>	<b>\$0</b>	<b>(\$4,813,958)</b>
<b>Beginning Fund Balance</b>	<b>\$21,147,524</b>				
<b>Ending Fund Balance</b>	<b>\$16,282,042</b>				

Which was the subject of a public hearing on June 3, 2024, after notice thereof was published in a newspaper of circulation within the City, is hereby adopted.

The tax rate for all real property, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at sixty-three cents (\$.63) on each one hundred (\$100.00) dollars of assessed value on lands, improvements and fixtures.

The tax rate for all operating property of public utilities and contract carriers, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at one dollar and ninety-eight cents (\$1.98) on each one hundred (\$100.00) dollars of assessed value.

Such taxes on lands and improvements shall be computed on the valuation of said properties in Prince George's County, Maryland, which assessment is hereby adopted and used by the City of Hyattsville as its own valuation assessment of the land and improvements within the corporate limits subject to taxation for property of public utilities and contract carriers, the valuation of said properties as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The tax rate for all tangible personal property, not otherwise exempted, located within the corporate limits of the City shall be and is hereby fixed at one dollar and fifteen cents (\$1.15) on each one hundred (\$100.00) dollars of assessed value of all tangible operating personal property, including commercial inventory. In computing and levying such taxes on tangible personal property, the valuation of such property as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The City Treasurer, or any other person designated by the City Council to act in his/ her place, is hereby authorized and directed to collect the taxes herein levied by this ordinance.

In accordance with Section C5-17 of the Hyattsville City Charter, the real property taxes provided for in this ordinance shall be due and payable on the first day of July 2024 and shall be overdue and in arrears when **17**

the County's real property taxes are overdue and in arrears. All real property taxes shall bear monthly interest while in arrears at the rate of two thirds of one percent (.0066) and a monthly penalty of one percent (.01) as provided in Section C5-17 of the City Charter.

Tangible personal property shall bear a fixed penalty of one hundred (\$100.00) dollars for the first month in arrears, which is defined as the period beginning ninety-one (91) days and ending one hundred twenty (120) days following the tax bill date. An additional penalty of one percent (.01) per month shall be due on any taxes in arrears more than one hundred twenty (120) days. All tangible personal property taxes shall bear interest at the rate of two thirds of one percent (.0066) per month while in arrears.

**AND BE IT FURTHER ORDAINED**, that this budget shall govern the revenue and expenditure of funds by the City during the fiscal year 2025, subject to further budget ordinances enacted by the City pursuant to the Maryland Annotated Code, Local Government Article, Section 5-205(b);

**AND BE IT FURTHER ORDAINED**, that the City Council may from time to time during the fiscal year amend this budget by motions made, discussed and carried by a 2/3 vote of the City Council so long as any action regarding this budget is taken at a public meeting after notice and a public discussion;

**AND BE IT FURTHER ORDAINED**, pursuant to Hyattsville Resolution 2004-03 designating the University Town Center Special Taxing District and Hyattsville Resolution 2004-03 authorizing the imposition, levy and collection of special taxes in the Special Taxing District and pursuant to the Rate and Method of Apportionment terms adopted, the City of Hyattsville adopts and approves the report of the Administrator of the University Town Center Special Taxing District (Exhibit A) and hereby assesses and levies as additional real property taxes on the owners of properties in the University Town Center Special Taxing District this special tax as indicated in Appendix A of Exhibit A for the upcoming fiscal year (as the same may be recalculated as further described in this paragraph); in the event any parcel numbers are changed prior to the actual billing of taxes by the County, the Administrator shall revise Appendix A to be consistent with the tax parcel numbers used by the County for billing of taxes and recalculate the special tax to be collected from each parcel in a manner consistent with the method utilized to calculate the special taxes in Exhibit A;

**AND BE IT FURTHER ORDAINED**, that this budget shall govern the number and type of employment positions to include the number of employees and Full-Time Equivalent (FTE) count for Fiscal Year 2025 and the City of Hyattsville approves and adopts these counts as contained in Exhibit B.

**AND BE IT FURTHER ORDAINED**, that this ordinance shall become effective on July 1, 2024, as provided in Section C2-9 of the City Charter and a fair summary of this Ordinance shall be published twice in a newspaper having general circulation in the City, subject to the provisions of section C3-2A(6) of the City Charter;

**INTRODUCED** by the City Council of the City of Hyattsville, Maryland at a public meeting on June 3, 2024;

**ADOPTED**, by the City Council of the City of Hyattsville, Maryland at a public meeting on June 10, 2024.

Adopted: June 10, 2024

Effective Date: July 1, 2024

Attest:

\_\_\_\_\_  
Nate Groenendyk  
City Clerk

\_\_\_\_\_  
Robert S. Croslin  
Mayor

**CITY OF HYATTSVILLE  
SPECIAL OBLIGATION REFUNDING BONDS  
UNIVERSITY TOWN CENTER PROJECT  
SERIES 2016**

**Fiscal Year 2024-2025  
Special Tax Report**



**MAY 9, 2024**

**PREPARED BY:**

**MUNICAP, INC.**  
— PUBLIC FINANCE —

**CITY OF HYATTSVILLE  
SPECIAL OBLIGATION REFUNDING BONDS  
UTC PROJECT SERIES 2016**

**Fiscal Year 2024-2025  
Special Tax Report**

**INTRODUCTION**

The City of Hyattsville issued \$18,000,000 of special obligation bonds in August 2004 related to the University Town Center Development District. These bonds are to be repaid from special taxes collected on the taxable property in the University Town Center Special Taxing District, which was created pursuant to Resolution No. 2004-02 adopted by the City Council on February 17, 2004. Series 2004 Bonds were defeased and redeemed on December 20, 2016 with the \$16,940,000 City of Hyattsville Series 2016 Special Obligation Refunding Bonds.

A special tax is to be collected each fiscal year in the University Town Center Special Taxing District pursuant to Resolution No. 2004-03, and an Executive Order, dated August 9, 2004, executed by the Mayor. This report has been prepared to explain the methodology used to calculate the special tax rates at which property will be taxed in the University Town Center Special Taxing District for fiscal year 2024-2025.

**SPECIAL TAX REQUIREMENT**

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special taxes collected are equal to the special tax requirement. The special tax requirement is generally equal to (i.) annual debt service, (ii.) administrative expenses, less (iii) interest income on the reserve fund (*upon closure of the improvement fund*) held by the trustee.

Table A provides a summary of the special tax requirement for fiscal year 2024-2025. Special taxes equal to \$1,302,000 will have to be collected for fiscal year 2024-2025. Each of these numbers is explained in the following sections.

**Debt Service**

Debt service includes interest on the bonds payable on January 1, 2025 and July 1, 2025. Each semi-annual interest payment is equal to \$311,875 on the terms bonds shown below.

Term 2027 Bonds of \$2,405,000 at 5.00%	\$60,125
Term 2027 Bonds of \$4,245,000 at 5.00%	\$106,125
Term 2034 Bonds of \$5,825,000 at 5.05%	\$145,625
Total:	<b>\$311,875</b>

A principal payment of \$735,000 is due on July 1, 2025. As a result, total debt service for fiscal year 2024-2025 is \$1,358,750.

**Table A**  
**Special Tax Requirement**  
**Fiscal Year 2024-2025**

<b>Debt service:</b>	<b>Amount</b>
Interest on January 1, 2025	\$311,875
Interest on July 1, 2025	\$311,875
Principal on July 1, 2025	\$735,000
<b><i>Sub-total debt service</i></b>	<b><i>\$1,358,750</i></b>
Administrative expenses	\$34,564
Contingency	\$14,235
<b><i>Total expenses</i></b>	<b><i>\$1,407,549</i></b>
Reserve fund investment income	<i>(\$71,995)</i>
Surplus from prior year	<i>(\$33,554)</i>
<b><i>Funds available to be applied for FY24-25</i></b>	<b><i>(\$105,549)</i></b>
<b>Special Tax Requirement</b>	<b>\$1,302,000</b>

### Administrative Expenses

Administrative expenses include the trustee, the administrator, and the expenses of the city related to the district. The annual charges of the trustee are estimated to be \$8,259. The fees and expenses of the administrator are estimated to be \$14,818. The expenses of the city are estimated to be \$11,487. Accordingly, the total administrative expenses are estimated at \$34,564.

### Contingency

A contingency, equal to approximately one percent of annual debt service plus an additional amount to round the special tax requirement to the nearest thousand has been added in case there are unanticipated expenses or tax payment delinquencies.

### Reserve Fund Income

As of April 30, 2024, the balance in the reserve fund was \$1,762,702, which consists of the reserve requirement of \$1,694,000 and investment income posted to the account in the amount of \$68,702. The investment income previously posted to the Reserve Fund will be made available to pay debt service on the Series 2016 Refunding Bonds on July 1, 2024. The reserve fund proceeds are held in First America Treasury Obligation money market fund earning approximately 4.25 percent per annum. At this rate of return, \$11,999 in interest income is estimated to be earned by the next debt service payment on July 1, 2024. An additional \$71,995 in annual investment income will be earned and made available to pay

debt service and administrative expenses on the Series 2016 Refunding Bonds for fiscal year 2024-2025.

### Surplus from Prior Year

Table B below outlines the surplus from the prior year that may be applied to pay debt service and administrative expenses for fiscal year 2024-2025. Special taxes in the amount of \$1,302,000 were billed for collection in fiscal year 2023-2024. As of April 30, 2024, Prince George’s County has reported collecting special taxes in the amount of \$1,309,155 (*includes interest and penalties on delinquencies*) for fiscal year 2023-2024. This amount represents 100 percent of the total special taxes billed for collection during fiscal year 2022-2024. As of April 30, 2024, all special taxes collected for fiscal year 2023-2024 have been transferred to the trustee.

As of April 30, 2024, the balance in the special tax fund and debt service fund were \$1,118,270 and \$219, respectively. As mentioned above, an additional 68,702 in interest income is also available in the reserve fund. An additional \$11,999 in interest income is estimated to be earned by the next debt service payment on July 1, 2024. As a result, \$80,701 (68,702 + \$11,999 = \$80,701) in interest income is estimated to be earned by the next debt service payment on July 1, 2024. A portion of these funds will be used to pay debt service due on July 1, 2024, which consists of an interest payment and principal payment of \$328,750 and \$675,000, respectively, as shown on Table B below.

**Table B**  
**Surplus from Prior Year**

	Series 2016
<b>Available Funds:</b>	
Special tax fund balance 4-30-2024	\$1,118,270
Debt service fund	\$219
Estimated reserve fund interest	\$80,701
<i>Total funds available</i>	<i>\$1,199,190</i>
Interest payment on July 1, 2024	( <b>\$328,750</b> )
Principal payment	( <b>\$675,000</b> )
Administrative expenses	( <b>\$33,886</b> )
<i>Subtotal expenses</i>	<i>(<b>\$1,037,636</b>)</i>
<i>Contingency for future principal payment</i>	<i>(<b>\$128,000</b>)</i>
<b>Surplus from prior year</b>	<b>\$33,554</b>

Administrative expenses for fiscal year 2023-2024 were estimated to be \$33,886 and were to be funded with special taxes collected in fiscal year 2022-2024. Administrative Expenses Fund remains to be funded with special assessments collected in fiscal year 2022-2024. Accordingly, special assessments in the aggregate amount of \$33,886 will be transferred to Administrative Expenses Fund. A contingency in the amount of \$128,000 will be retained to make future principal payment. Accordingly, an estimated aggregate surplus

of \$33,554 will be available to pay debt service and administrative expenses for fiscal year 2024-2025.

### Special Tax Collected

The special tax to be collected for the year shall be equal to the special tax requirement. The special tax for each parcel shall be equal to the Equivalent Use Factors of the parcel, divided by the Equivalent Use Factors of all Taxable Property in the District, and the result multiplied by the Special Tax Requirement as shown by the formula below:

$$A = (B \div C) \times D$$

Where the terms have the following meaning:

- A = The Special Tax for a Parcel
- B = The Equivalent Use Factors of the Parcel
- C = The Equivalent Use Factors of all Taxable Property in the District
- D = The Special Tax Requirement

Equivalent Use Factors means for any parcel, the number of dwelling units, parking spaces, and building square footage of a parcel by the Land Use Class multiplied by the factor for each Land Use Class as shown in Table C below:

**Table C**  
**Land Use Class and Equivalent Use Factors**

Land Use Class	Equivalent Use Factors
Office Property	0.70 per 1,000 square feet
Parking Property	0.02 per parking space
Residential Property	1.00 per dwelling unit
Retail Property	1.02 per 1,000 square feet

The equivalent use factors for each taxable parcel classified under office or retail land use classes within the district were computed using building square footages obtained from the State Department of Assessments and Taxation. Schedules from the State Department of Assessments and Taxation showing the building square footage for each parcel, which were used in computing the equivalent use factors for each taxable parcel classified under office or retail land use class within the district, are attached to Appendix B. Schedules for individual condominium units of residential property can be obtained at <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>. The respective land use class and the aggregate building square footage for office and retail property, the aggregate number of dwelling units for residential parcels and the total number of parking spaces for parking property and the corresponding equivalent use factors for each land use class are shown in Table D below.

**Table D**  
**Special Tax District Parcels**

Land Use Class	Number of Parcels	Building SF/ Dwelling Units / Parking Spaces/	Equivalent Use Factor	Equivalent Use Factors
Office	5	1,044,091	0.70	730.86
Retail	5	211,829	1.02	216.07
Residential	136	716	1.00	716.00
Parking	3	1,392	0.02	27.84
<b>Total</b>	<b>148</b>			<b>1,690.77</b>

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special tax to be collected is equal to the special tax requirement. For fiscal year 2024-2025, the special tax requirement is equal to \$1,302,000. The equivalent use factors for all parcels within the district are equal to 1,690.77. As a result, the special tax to be collected per each equivalent use factor is equal to \$770.06 ( $\$1,302,000 \div 1,690.77 = \$770.06$ ). Table E below shows the aggregate breakdown of special taxes to be collected in the district on the basis of land use class.

**Table E**  
**Special Taxes to be Collected**  
**Fiscal Year 2024-2025**

Land Use Class	Equivalent Use Factors	Special Tax Per EUF	Special Tax
Office	731	\$770.06	\$562,811.58
Retail	216	\$770.06	\$166,384.25
Residential	716	\$770.06	\$551,365.59
Parking	28	\$770.06	\$21,438.57
<b>Total</b>	<b>1,691</b>		<b>\$1,302,000.00</b>

### SPECIAL TAX RATES

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special tax collected is equal to the special tax requirement. The total expenses of the district for fiscal year 2024-2025 are estimated to be equal to \$1,407,549. Surplus revenues from prior year and projected interest income available to pay expenses are estimated to be \$105,549. Accordingly, the special tax requirement is equal to \$1,302,000 ( $\$1,407,549 - \$105,549 = \$1,302,000$ ).

The special taxes to be collected on each parcel for fiscal year 2024-2025 are shown in Appendix A. Appendix B includes schedules from the State Department of Assessments and Taxation showing the building square footage for each parcel, which were used in computing the equivalent use factors for each taxable parcel classified as office and retail land use class within the district.



## APPENDIX A

### CITY OF HYATTSVILLE UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT PRINCE GEORGES COUNTY, MARYLAND

#### SPECIAL TAX ROLL 2024

Parcel Account #	Parcel	Building	Special Tax FY2024-2025
356694-0	I	Metro I	\$168,870.80
372073-7	R	The Highline	\$261,513.62
372074-5	S	Retail/Parking	\$69,923.94
337808-0	G	Metro IV	\$101,350.62
366669-0	L	Metro III	\$263,324.35
383475-1	T	GHS/Garage	\$196,012.01
383474-4	U	Garage/Retail	\$27,839.87
366671-6	M	Retail	\$9,537.90
366672-4	N	Land	\$0.00
372072-9	Q	Retail	\$8,284.30
573091-0	P	Office	\$29,265.81
573092-1	P	Retail	\$62,888.25
393532-7	201	1 Independence Plaza	\$770.06
393533-5	202	1 Independence Plaza	\$770.06
393534-3	203	1 Independence Plaza	\$770.06
393535-0	204	1 Independence Plaza	\$770.06
393536-8	205	1 Independence Plaza	\$770.06
393537-6	206	1 Independence Plaza	\$770.06
393538-4	207	1 Independence Plaza	\$770.06
393539-2	208	1 Independence Plaza	\$770.06
393540-0	209	1 Independence Plaza	\$770.06
393541-8	210	1 Independence Plaza	\$770.06
393542-6	211	1 Independence Plaza	\$770.06
393543-4	212	1 Independence Plaza	\$770.06
393544-2	213	1 Independence Plaza	\$770.06
393545-9	214	1 Independence Plaza	\$770.06
393546-7	215	1 Independence Plaza	\$770.06
393547-5	216	1 Independence Plaza	\$770.06
393548-3	301	1 Independence Plaza	\$770.06
393549-1	302	1 Independence Plaza	\$770.06
393550-9	303	1 Independence Plaza	\$770.06

<b>Parcel Account #</b>	<b>Parcel</b>	<b>Building</b>	<b>Special Tax FY2024-2025</b>
393551-7	304	1 Independence Plaza	\$770.06
393552-5	305	1 Independence Plaza	\$770.06
393553-3	306	1 Independence Plaza	\$770.06
393554-1	307	1 Independence Plaza	\$770.06
393555-8	308	1 Independence Plaza	\$770.06
393556-6	309	1 Independence Plaza	\$770.06
393557-4	310	1 Independence Plaza	\$770.06
393558-2	311	1 Independence Plaza	\$770.06
393559-0	312	1 Independence Plaza	\$770.06
393560-8	313	1 Independence Plaza	\$770.06
393561-6	314	1 Independence Plaza	\$770.06
393562-4	315	1 Independence Plaza	\$770.06
393563-2	316	1 Independence Plaza	\$770.06
393564-0	401	1 Independence Plaza	\$770.06
393565-7	402	1 Independence Plaza	\$770.06
393566-5	403	1 Independence Plaza	\$770.06
393567-3	404	1 Independence Plaza	\$770.06
393568-1	405	1 Independence Plaza	\$770.06
393569-9	406	1 Independence Plaza	\$770.06
393570-7	407	1 Independence Plaza	\$770.06
393571-5	408	1 Independence Plaza	\$770.06
393572-3	409	1 Independence Plaza	\$770.06
393573-1	410	1 Independence Plaza	\$770.06
393574-9	411	1 Independence Plaza	\$770.06
393575-6	412	1 Independence Plaza	\$770.06
393576-4	413	1 Independence Plaza	\$770.06
393577-2	414	1 Independence Plaza	\$770.06
393578-0	415	1 Independence Plaza	\$770.06
393579-8	416	1 Independence Plaza	\$770.06
393580-6	501	1 Independence Plaza	\$770.06
393581-4	502	1 Independence Plaza	\$770.06
393582-2	503	1 Independence Plaza	\$770.06
393583-0	504	1 Independence Plaza	\$770.06
393584-8	505	1 Independence Plaza	\$770.06
393585-5	506	1 Independence Plaza	\$770.06
393586-3	507	1 Independence Plaza	\$770.06
393587-1	508	1 Independence Plaza	\$770.06
393588-9	509	1 Independence Plaza	\$770.06
393589-7	510	1 Independence Plaza	\$770.06
393590-5	511	1 Independence Plaza	\$770.06
393591-3	512	1 Independence Plaza	\$770.06

<b>Parcel Account #</b>	<b>Parcel</b>	<b>Building</b>	<b>Special Tax FY2024-2025</b>
393592-1	513	1 Independence Plaza	\$770.06
393593-9	514	1 Independence Plaza	\$770.06
393594-7	515	1 Independence Plaza	\$770.06
393595-4	516	1 Independence Plaza	\$770.06
393596-2	601	1 Independence Plaza	\$770.06
393597-0	602	1 Independence Plaza	\$770.06
393598-8	603	1 Independence Plaza	\$770.06
393599-6	604	1 Independence Plaza	\$770.06
393600-2	605	1 Independence Plaza	\$770.06
393601-0	606	1 Independence Plaza	\$770.06
393602-8	607	1 Independence Plaza	\$770.06
393603-6	608	1 Independence Plaza	\$770.06
393604-4	609	1 Independence Plaza	\$770.06
393605-1	610	1 Independence Plaza	\$770.06
393606-9	611	1 Independence Plaza	\$770.06
393607-7	612	1 Independence Plaza	\$770.06
393608-5	613	1 Independence Plaza	\$770.06
393609-3	614	1 Independence Plaza	\$770.06
393610-1	615	1 Independence Plaza	\$770.06
393611-9	616	1 Independence Plaza	\$770.06
393612-7	701	1 Independence Plaza	\$770.06
393613-5	702	1 Independence Plaza	\$770.06
393614-3	703	1 Independence Plaza	\$770.06
393615-0	704	1 Independence Plaza	\$770.06
393616-8	705	1 Independence Plaza	\$770.06
393617-6	706	1 Independence Plaza	\$770.06
393618-4	707	1 Independence Plaza	\$770.06
393619-2	708	1 Independence Plaza	\$770.06
393620-0	709	1 Independence Plaza	\$770.06
393621-8	710	1 Independence Plaza	\$770.06
393622-6	711	1 Independence Plaza	\$770.06
393623-4	712	1 Independence Plaza	\$770.06
393624-2	713	1 Independence Plaza	\$770.06
393625-9	714	1 Independence Plaza	\$770.06
393626-7	715	1 Independence Plaza	\$770.06
393627-5	716	1 Independence Plaza	\$770.06
393628-3	801	1 Independence Plaza	\$770.06
393629-1	802	1 Independence Plaza	\$770.06
393630-9	803	1 Independence Plaza	\$770.06
393631-7	804	1 Independence Plaza	\$770.06
393632-5	805	1 Independence Plaza	\$770.06

<b>Parcel Account #</b>	<b>Parcel</b>	<b>Building</b>	<b>Special Tax FY2024-2025</b>
393633-3	806	1 Independence Plaza	\$770.06
393634-1	807	1 Independence Plaza	\$770.06
393635-8	808	1 Independence Plaza	\$770.06
393636-6	809	1 Independence Plaza	\$770.06
393637-4	810	1 Independence Plaza	\$770.06
393638-2	811	1 Independence Plaza	\$770.06
393639-0	812	1 Independence Plaza	\$770.06
393640-8	813	1 Independence Plaza	\$770.06
393641-6	814	1 Independence Plaza	\$770.06
393642-4	815	1 Independence Plaza	\$770.06
393643-2	816	1 Independence Plaza	\$770.06
402119-2	200	Plaza Lofts 22	\$770.06
402120-0	201	Plaza Lofts 22	\$770.06
402121-8	202	Plaza Lofts 22	\$770.06
402122-6	203	Plaza Lofts 22	\$770.06
402123-4	204	Plaza Lofts 22	\$770.06
402124-2	205	Plaza Lofts 22	\$770.06
402125-9	206	Plaza Lofts 22	\$770.06
402126-7	207	Plaza Lofts 22	\$770.06
402127-5	208	Plaza Lofts 22	\$770.06
402128-3	209	Plaza Lofts 22	\$770.06
402129-1	210	Plaza Lofts 22	\$770.06
402130-9	400	Plaza Lofts 22	\$770.06
402131-7	401	Plaza Lofts 22	\$770.06
402132-5	402	Plaza Lofts 22	\$770.06
402133-3	403	Plaza Lofts 22	\$770.06
402134-1	404	Plaza Lofts 22	\$770.06
402135-8	405	Plaza Lofts 22	\$770.06
402136-6	406	Plaza Lofts 22	\$770.06
402137-4	407	Plaza Lofts 22	\$770.06
402138-2	408	Plaza Lofts 22	\$770.06
402139-0	409	Plaza Lofts 22	\$770.06
402140-8	410	Plaza Lofts 22	\$770.06
			<b>\$1,302,000.00</b>

**APPENDIX B**

**CITY OF HYATTSVILLE  
UNIVERSITY TOWN CENTER SPECIAL TAXING DISTRICT  
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
SDAT SCHEDULES**

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3566940

**Owner Information**

Owner Name: NEW TOWN METRO I LLC Use: COMMERCIAL  
 Principal Residence: NO  
 Mailing Address: THE BERSTEIN COMPANIES Deed Reference: /34387/ 00304  
 3299 K ST NW STE 700  
 WASHINGTON DC 20007-

**Location & Structure Information**

Premises Address: 6505 BELCREST RD Legal Description: PARCEL 1  
 HYATTSVILLE 20782-0000

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	198052
0042	00A2	0000	10017.17	7016				2022	Plat Ref:	

Town: HYATTSVILLE

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1964	313,278 SF		1.7000 AC	005

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		OFFICE BUILDING /		C3			

**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2022	07/01/2023	07/01/2024
Land:	1,401,900	1,401,900		
Improvements	17,251,700	17,436,000		
Total:	18,653,600	18,837,900	18,776,467	18,837,900
Preferential Land:	0	0		

**Transfer Information**

Seller: Date: 02/08/2013 Price: \$16,000,000  
 Type: NON-ARMS LENGTH OTHER Deed1: /34387/ 00304 Deed2:

Seller: Date: Price: \$0  
 Type: NON-ARMS LENGTH OTHER Deed1: /11044/ 00033 Deed2:

Seller: Date: Price:  
 Type: Deed1: Deed2:

**Exemption Information**

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

**Homestead Application Information**

Homestead Application Status: No Application

**Homeowners' Tax Credit Application Information**

Homeowners' Tax Credit Application Status: No Application Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3720737

**Owner Information**

Owner Name: 3700 EAST WEST LLC Use: COMMERCIAL  
Principal Residence: NO  
Mailing Address: BERNSTEIN CO STE 700 Deed Reference: /40112/ 00349  
3299 K ST NW  
WASHINGTON DC 20007-

**Location & Structure Information**

Premises Address: 6445 AMERICA BLVD Legal Description: PARCEL R  
HYATTSVILLE 20782-0000

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209054
0042	00A2	0000	10017.17	7016				2022	Plat Ref:	

Town: HYATTSVILLE

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1968	429924		2.8700 AC	005

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		APARTMENT /		C3			2019

**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of 01/01/2022	As of 07/01/2023	As of 07/01/2024
Land:	1,875,200	1,875,200		
Improvements	47,824,800	54,709,500		
Total:	49,700,000	56,584,700	54,289,800	56,584,700
Preferential Land:	0	0		

**Transfer Information**

Seller: PRINCE GEORGE CNTR II LLC RE	Date: 10/13/2017	Price: \$5,000,000
Type: NON-ARMS LENGTH OTHER	Deed1: /40112/ 00349	Deed2:
Seller: PRINCE GEORGE CNTR II LP	Date: 12/02/2005	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /23584/ 00680	Deed2:
Seller: PRINCE GEORGE CNTR INC	Date:	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /08751/ 00443	Deed2:

**Exemption Information**

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

**Homestead Application Information**

Homestead Application Status: No Application

**Homeowners' Tax Credit Application Information**

Homeowners' Tax Credit Application Status: No Application Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3720745

**Owner Information**

Owner Name: ECHO UTC LLC Use: COMMERCIAL  
Principal Residence: NO  
Mailing Address: 560 EPSILON DR Deed Reference: /35579/ 00001  
PITTSBURGH PA 15238-0000

**Location & Structure Information**

Premises Address: 6401 AMERICA BLVD Legal Description: PARCEL S  
HYATTSVILLE 20782-0000

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209054
0042	00A2	0000	10017.17	7016				2022	Plat Ref:	

Town: HYATTSVILLE

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
2016	199,058 SF		3.4900 AC	005

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		MARKET	/	C3			2016

**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of 01/01/2022	As of 07/01/2023	As of 07/01/2024
Land:	2,280,300	2,280,300		
Improvements	20,905,200	25,249,200		
Total:	23,185,500	27,529,500	26,081,500	27,529,500
Preferential Land:	0	0		

**Transfer Information**

Seller: PRINCE GEORGES CNTR Date: 01/29/2014 Price: \$2,500,000  
Type: NON-ARMS LENGTH OTHER Deed1: /35579/ 00001 Deed2:

Seller: Date: Price: \$0  
Type: NON-ARMS LENGTH OTHER Deed1: /08751/ 00443 Deed2:

Seller: Date: Price:  
Type: Deed1: Deed2:

**Exemption Information**

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

**Homestead Application Information**

Homestead Application Status: No Application

**Homeowners' Tax Credit Application Information**

Homeowners' Tax Credit Application Status: No Application Date:



Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3378080

**Owner Information**

Owner Name: NGP VII HYATTSVILLE MD LLC Use: COMMERCIAL  
Principal Residence: NO  
Mailing Address: SUITE 1500 Deed Reference: /47827/ 00184  
1650 TYSONS BLVD  
MCLEAN VA 22102-

**Location & Structure Information**

Premises Address: 3311 TOLEDO RD Legal Description: PARCEL G  
HYATTSVILLE 20782-0000

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	192019
0042	00A2	0000	10017.17	7016				2022	Plat Ref:	

Town: HYATTSVILLE

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
2003	188,019 SF		1.0100 AC	005

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		OFFICE BUILDING	/	C5			2002

**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2022	07/01/2023	07/01/2024
Land:	659,900	659,900		
Improvements	16,211,400	20,579,300		
Total:	16,871,300	21,239,200	19,783,233	21,239,200
Preferential Land:	0	0		

**Transfer Information**

Seller: GIP HYATTSVILLE LLC Date: 06/17/2022 Price: \$45,000,000  
Type: ARMS LENGTH IMPROVED Deed1: /47827/ 00184 Deed2:

Seller: HYATTSVILLE OFFICE 2015 LLC Date: 02/13/2019 Price: \$16,050,000  
Type: ARMS LENGTH IMPROVED Deed1: /41805/ 00288 Deed2:

Seller: JPMCC 2003 C1 TOLEDO OFFICE LLC Date: 12/17/2015 Price: \$7,376,250  
Type: NON-ARMS LENGTH OTHER Deed1: /37697/ 00290 Deed2:

**Exemption Information**

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

**Homestead Application Information**

Homestead Application Status: No Application

**Homeowners' Tax Credit Application Information**

Homeowners' Tax Credit Application Status: No Application Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3666690

Owner Information

Owner Name: 6525 BELCREST ROAD LLC Use: COMMERCIAL
Principal Residence: NO
Mailing Address: STE 320 Deed Reference: /37718/ 00016
33 WEST 19TH ST
NEW YORK NY 10011-

Location & Structure Information

Premises Address: 6525 BELCREST RD Legal Description: PARCEL L
HYATTSVILLE 20782-0000

Table with 10 columns: Map, Grid, Parcel, Neighborhood, Subdivision, Section, Block, Lot, Assessment Year, Plat No. Values include 0042, 00A2, 0000, 10017.17, 7016, 2022, 205042.

Town: HYATTSVILLE

Table with 5 columns: Primary Structure Built, Above Grade Living Area, Finished Basement Area, Property Land Area, County Use. Values include 1972, 488,502 SF, 2.7800 AC, 005.

Table with 7 columns: Stories, Basement, Type, Exterior, Quality, Full/Half Bath, Garage, Last Notice of Major Improvements. Value: OFFICE BUILDING / C3

Value Information

Table with 4 columns: Base Value, Value, Phase-in Assessments (As of 07/01/2023, As of 07/01/2024). Rows for Land, Improvements, Total, Preferential Land.

Transfer Information

Table with 3 columns: Seller, Date, Price. Rows for FUCMS 1999 C1 BELCREST RD LLC, PG METRO CENTER III INC, and a \$0 transfer.

Exemption Information

Table with 4 columns: Partial Exempt Assessments, Class, 07/01/2023, 07/01/2024. Rows for County, State, Municipal.

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3834751

**Owner Information**

Owner Name: VIE AT UNIVERSITY TOWERS LLC Use: APARTMENTS  
Principal Residence: NO  
Mailing Address: STE 2000 Deed Reference: /40531/ 00450  
80 SW 8TH ST  
MIAMI FL 33130-

**Location & Structure Information**

Premises Address: 6515 BELCREST RD Legal Description: PRINCE GEORGE CENTER  
HYATTSVILLE 20782-0000 PARCEL T

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	217014
0042	00A2	0000	10017.17	7017				2022	Plat Ref:	

Town: HYATTSVILLE

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
2006	389,030 SF		1.4300 AC	004

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		APARTMENT	/	C4			

**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2022	07/01/2023	07/01/2024
Land:	934,300	934,300		
Improvements	66,168,000	74,942,200		
Total:	67,102,300	75,876,500	72,951,767	75,876,500
Preferential Land:	0	0		

**Transfer Information**

Seller: MLCFC 2007 8 BELCREST ROAD LLC Date: 02/02/2018 Price: \$69,500,000  
Type: ARMS LENGTH IMPROVED Deed1: /40531/ 00450 Deed2:

Seller: UTC HOUSING 1 LLC Date: 10/17/2012 Price: \$39,150,000  
Type: NON-ARMS LENGTH OTHER Deed1: /34030/ 00013 Deed2:

Seller: Date: Price: \$0  
Type: NON-ARMS LENGTH OTHER Deed1: /20005/ 00685 Deed2:

**Exemption Information**

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

**Homestead Application Information**

Homestead Application Status: No Application

**Homeowners' Tax Credit Application Information**

Homeowners' Tax Credit Application Status: No Application

Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3834744

Owner Information

Owner Name: BE UTC RETAIL LLC Use: COMMERCIAL
Principal Residence: NO
Mailing Address: BERMAN ENTPR STE 220 Deed Reference: /48336/ 00121
5410 EDSON LN
ROCKVILLE MD 20852-

Location & Structure Information

Premises Address: 6500 AMERICA BLVD Legal Description: PAR U LOFTS 22 LEV
HYATTSVILLE 20782-0000 1 RETAIL&COMM ELE
(NPL 09 4021192)

Table with 11 columns: Map, Grid, Parcel, Neighborhood, Subdivision, Section, Block, Lot, Assessment Year, Plat No, Plat Ref. Values include 0042, 00A2, 0000, 10017.17, 7017, 2022, 217014.

Town: HYATTSVILLE

Table with 5 columns: Primary Structure Built, Above Grade Living Area, Finished Basement Area, Property Land Area, County Use. Values include 2006, 277,190 SF, 2.5900 AC, 005.

Table with 8 columns: Stories, Basement, Type, Exterior, Quality, Full/Half Bath, Garage, Last Notice of Major Improvements. Value for Type is PARKING STRUCTURE.

Value Information

Table with 4 columns: Base Value, Value, Phase-in Assessments, As of. Rows for Land, Improvements, Total, and Preferential Land.

Transfer Information

Table with 3 columns: Seller, Date, Price. Rows for BE UTC GSA THEATRE LLC, HYATTSVILLE PROP HLDNGS LLC, and HYATTSVILLE PROP HLDNGS LLC.

Exemption Information

Table with 4 columns: Partial Exempt Assessments, Class, 07/01/2023, 07/01/2024. Rows for County, State, and Municipal.

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3666716

Owner Information

Owner Name: BE UTC RETAIL LLC Use: COMMERCIAL
Principal Residence: NO
Mailing Address: STE 220 BERMAN ENTPR 5410 EDSON LN ROCKVILLE MD 20852- Deed Reference: /48336/ 00121

Location & Structure Information

Premises Address: 6450 AMERICA BLVD HYATTSVILLE 20782-0000 Legal Description: PARCEL M

Table with 10 columns: Map, Grid, Parcel, Neighborhood, Subdivision, Section, Block, Lot, Assessment Year, Plat No, Plat Ref. Values include 0042, 00A2, 0000, 10017.17, 7016, 2022, 205043.

Town: HYATTSVILLE

Table with 5 columns: Primary Structure Built, Above Grade Living Area, Finished Basement Area, Property Land Area, County Use. Values include 2007, 12,143 SF, 24,784 SF, 005.

Table with 7 columns: Stories, Basement, Type, Exterior, Quality, Full/Half Bath, Garage, Last Notice of Major Improvements. Value: RESTAURANT / C5.

Value Information

Table with 4 columns: Base Value, Value, Phase-in Assessments (As of 07/01/2023, As of 07/01/2024). Rows for Land, Improvements, Total, Preferential Land.

Transfer Information

Table with 3 columns: Seller, Date, Price. Rows for BE UTC GSA THEATRE LLC, HYATTSVILLE PROP HLDNGS LLC, UTC RETAIL II LLC.

Exemption Information

Table with 4 columns: Partial Exempt Assessments, County, State, Municipal, Class, 07/01/2023, 07/01/2024.

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3666724

Owner Information

Owner Name: TDC GRIFFIN HYATTSVILLE OWNER LLC
Use: COMMERCIAL NO
Principal Residence:
Mailing Address: STE 1000, 2000 K STREET NW, WASHINGTON DC 20006-
Deed Reference: /47926/ 00456

Location & Structure Information

Premises Address: 6400 AMERICA BLVD, HYATTSVILLE 20782-0000
Legal Description: PARCEL 1

Table with 11 columns: Map, Grid, Parcel, Neighborhood, Subdivision, Section, Block, Lot, Assessment Year, Plat No, Plat Ref. Values include 0042, 00A2, 0000, 10017.17, 0045, 2022, 263007, 263/ 007.

Town: HYATTSVILLE

Table with 5 columns: Primary Structure Built, Above Grade Living Area, Finished Basement Area, Property Land Area, County Use. Values include 2.4215 AC, 005.

Table with 7 columns: Stories, Basement, Type, Exterior, Quality, Full/Half Bath, Garage, Last Notice of Major Improvements. Value: /

Value Information

Table with 4 columns: Base Value, Value, Phase-in Assessments (As of 07/01/2023, As of 07/01/2024). Rows for Land, Improvements, Total, Preferential Land.

Transfer Information

Table with 3 columns: Seller, Date, Price. Rows for BE UTC PARCEL N LLC, HYATTSVILLE PROP HLDNGS LLC, UTC RETAIL III LLC.

Exemption Information

Table with 4 columns: Partial Exempt Assessments, Class, 07/01/2023, 07/01/2024. Rows for County, State, Municipal.

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 3720729

Owner Information

Owner Name: BE UTC RETAIL LLC Use: COMMERCIAL
Principal Residence: NO
Mailing Address: STE 220 BERMAN ENTPR 5410 EDSON LN ROCKVILLE MD 20852- Deed Reference: /48336/ 00121

Location & Structure Information

Premises Address: 6451 AMERICA BLVD HYATTSVILLE 20782-0000 Legal Description: PARCEL Q

Table with 10 columns: Map, Grid, Parcel, Neighborhood, Subdivision, Section, Block, Lot, Assessment Year, Plat No, Plat Ref. Values include 0042, 00A2, 0000, 10017.17, 7016, 2022, 209054.

Town: HYATTSVILLE

Table with 5 columns: Primary Structure Built, Above Grade Living Area, Finished Basement Area, Property Land Area, County Use. Values include 2007, 10,547 SF, 23,522 SF, 005.

Table with 7 columns: Stories, Basement, Type, Exterior, Quality, Full/Half Bath, Garage, Last Notice of Major Improvements. Value: RETAIL STORE / C4

Value Information

Table with 4 columns: Base Value, Value, Phase-in Assessments (As of 07/01/2023, As of 07/01/2024). Rows for Land, Improvements, Total, Preferential Land.

Transfer Information

Table with 3 columns: Seller, Date, Price. Rows for BE UTC GSA THEATRE LLC, HYATTSVILLE PROP HLDNGS LLC, UTC RETAIL VI LLC.

Exemption Information

Table with 4 columns: Partial Exempt Assessments, County, State, Municipal, Class, 07/01/2023, 07/01/2024.

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 5730910

Owner Information

Owner Name: BE UTC RETAIL LLC Use: COMMERCIAL
Principal Residence: NO
Mailing Address: STE 220 BERMAN ENTPR 5410 EDSON LN ROCKVILLE MD 20852- Deed Reference: /48336/ 00121

Location & Structure Information

Premises Address: 6501 AMERICA BLVD HYATTSVILLE 20782-0000 Legal Description: UNIT 2

Table with 11 columns: Map, Grid, Parcel, Neighborhood, Subdivision, Section, Block, Lot, Assessment Year, Plat No, Plat Ref. Values include 0042, 00A2, 0000, 10017.17, 1818, 2022, 261094, 261/094.

Town: HYATTSVILLE

Table with 5 columns: Primary Structure Built, Above Grade Living Area, Finished Basement Area, Property Land Area, County Use. Values include 2009, 92,531 SF, 1 SF, 005.

Table with 7 columns: Stories, Basement, Type, Exterior, Quality, Full/Half Bath, Garage, Last Notice of Major Improvements. Value: RESTAURANT / C5.

Value Information

Table with 4 columns: Base Value, Value, Phase-in Assessments, As of. Rows for Land, Improvements, Total, Preferential Land.

Transfer Information

Seller: BE UTC GSA THEATRE LLC Date: 11/30/2022 Price: \$0
Type: NON-ARMS LENGTH OTHER Deed1: /48336/ 00121 Deed2:

Seller: Date: Price:
Type: Deed1: Deed2:

Seller: Date: Price:
Type: Deed1: Deed2:

Exemption Information

Table with 4 columns: Partial Exempt Assessments, Class, 07/01/2023, 07/01/2024. Rows for County, State, Municipal.

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:



Special Tax Recapture: None

Account Identifier: District - 17 Account Number - 5730921

Owner Information

Owner Name: BE UTC GSA THEATRE LLC Use: COMMERCIAL
Principal Residence: NO
Mailing Address: BERMAN ENTERPRISES STE 220 Deed Reference: /48336/ 00121
5410 EDSON LN
ROCKVILLE MD 20852-

Location & Structure Information

Premises Address: 6501 AMERICA BLVD Legal Description: UNIT 1
HYATTSVILLE 20782-0000 PT PARCEL P

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No: 261094
0042 00A2 0000 10017.17 1818 2022 Plat Ref: 261/ 094

Town: HYATTSVILLE

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
2009 56,442 SF 2.6900 AC 005

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements
OFFICE BUILDING FRAME/ C5

Value Information

Base Value Value Phase-in Assessments
As of As of As of
01/01/2022 07/01/2023 07/01/2024
Land: 2,283,100 2,660,600
Improvements 4,966,400 6,208,100
Total: 7,249,500 8,868,700 8,328,967 8,868,700
Preferential Land: 0 0

Transfer Information

Seller: BE UTC GSA THEATRE LLC Date: 11/30/2022 Price: \$0
Type: NON-ARMS LENGTH OTHER Deed1: /48336/ 00121 Deed2:

Seller: Date: Price:
Type: Deed1: Deed2:

Seller: Date: Price:
Type: Deed1: Deed2:

Exemption Information

Partial Exempt Assessments: Class 07/01/2023 07/01/2024
County: 000 0.00
State: 000 0.00
Municipal: 000 0.00|0.00 0.00|0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:



# City of Hyattsville

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

## Agenda Item Report

---

**File #:** HCC-365-FY24

6/10/2024

9.b.

---

Submitted by: Ron Brooks  
Submitting Department: Finance  
Agenda Section: Action

**Item Title:**

**Hyattsville Ordinance 2024-03: Authorizing the Issue and Sale of General Obligation Bonds (Second Reading and Adoption)**

**Suggested Action:**

I move that the Mayor and Council adopt Hyattsville Ordinance 2024-03 authorizing and empowering the City of Hyattsville to issue and sell from time to time one or more series of general obligation bonds in an aggregate principal amount not to exceed Seventeen Million Five Hundred Thousand Dollars (\$17,500,000), the proceeds of the sale of the bonds to be used and applied for the public purpose of financing, reimbursing or refinancing costs of the project identified as 3505 Hamilton Street Public Safety Building, together with related costs; specifies the amount of the bonds to be allocated to the project, provides that each series of the authorized bonds may be sold at public sale or private sale; authorizes the City Council to determine or provide by resolution for various matters relating to the authorization, sale, security, issuance, delivery, payment, and redemption or repayment of, and for each series of bonds. The City pledges its full faith and credit and unlimited taxing power to the payment of debt service on the bonds and provides for the imposition of ad valorem taxes sufficient for such purposes. Details of any series of the bonds to be issued shall be determined or provided for by resolution of the City Council.

**Summary Background:**

In 2019 the City issued bonds in the amount of \$12,675,000 to fund improvements to the DPW facility and the renovation of 3505 Hamilton Street to become the new public safety building. Construction of the DPW facility began in late Fall 2019. The 3505 Hamilton Street construction project was anticipated to be solicited in 2020 with work beginning in late 2020. However, due to the COVID-19 pandemic the process to complete the design, review, and permitting for the 3505 Hamilton Street project was significantly delayed. The solicitation process began in mid-2021, with the permits not being issued by Prince George's County until early 2022. The solicitation process was completed in Spring 2022 with Council approving a contract with Whiting-Turner in April 2022 in an amount not to exceed \$18.7M. Unfortunately, the pandemic created significant delays in the production, shipping, and availability of most building materials, including a shortage of available workforce. These issues combined caused price increases ranging from 15% to 200% or more of pre-pandemic prices, which were used to create the initial estimates and amounts for the 2019 bond issuance. As a result, the 3505 Hamilton Street project had a funding shortfall of \$10.6M and the Council previously approved the issuance of General Obligation Bonds Anticipation Notes (BANs) in the aggregate principal amount of \$11,250,000 that included \$650K for the costs of issuance, interest on the BANs and related costs. Additionally, to help reduce the costs of this project, the city previously was awarded \$500k in bond bill funding and will request additional grant dollars in the next round of funding through our State Delegates and the Governor's capital budget to help offset the cost of this project.

**Next Steps:**

Upon final approval to issue G.O. Bonds underwriters will secure funding.

**Fiscal Impact:**

The City's Annual Debt Services payments will increase approximately 58 % a year.

**City Administrator Comments:**

Recommends approval.

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

Complete

1 CITY OF HYATTSVILLE  
2 ORDINANCE 2024-03

3 AN ORDINANCE AMENDING AND RATIFYING THE AUTHORIZATION AND  
4 EMPOWERMENT OF THE CITY OF HYATTSVILLE (THE “CITY”) TO ISSUE AND  
5 SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, ONE OR MORE  
6 SERIES OF GENERAL OBLIGATION BONDS IN AN ORIGINAL AGGREGATE  
7 PRINCIPAL AMOUNT NOT EXCEEDING SEVENTEEN MILLION FIVE HUNDRED  
8 THOUSAND DOLLARS (\$17,500,000), THE PROCEEDS OF THE SALE THEREOF TO  
9 BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING,  
10 REIMBURSING OR REFINANCING COSTS (AS DEFINED IN THIS ORDINANCE) OF  
11 THE PROJECT IDENTIFIED HEREIN AS 3505 HAMILTON STREET PUBLIC SAFETY  
12 BUILDING, TOGETHER WITH RELATED COSTS.

13 RECITALS

14 1. City of Hyattsville, a municipal corporation of the State of Maryland (the “City”) and a municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and the Refunding Act identified below, is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the “Enabling Act”), and Section C5-23A of the Charter of the City of Hyattsville, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

23 2. Pursuant to Ordinance 2022-03, enacted by the City on July 18, 2022 and effective on August 7, 2022 (the “Original Ordinance”), the City determined to authorize the issuance and sale from time to time of one or more series of its general obligation bonds in order to finance, reimburse or refinance all or a portion of the costs of the public purpose projects identified therein.

27 3. Pursuant to Sections 19-211 through 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Bond Anticipation Note Act”) and Section C5-23A of the Charter, Section 7 of the Ordinance authorized the City to issue and sell, upon its full faith and credit, its general obligation bond anticipation notes in one or more series in an original aggregate principal amount not to exceed Eleven Million Dollars (\$11,000,000) for the public purpose of financing or reimbursing costs of the Project on an interim basis.

34 4. Pursuant to Resolution 2022-08, adopted by the City Council on July 18, 2022 (the “2022 Resolution”) the City issued the “City of Hyattsville General Obligation Public Improvement Bond Anticipation Notes, Series 2022” in the original aggregate maximum principal amount of Eleven Million Dollars (\$11,000,000) (the “2022 BAN”).

Underlining = material added to Ordinance following introduction

~~Strike-through~~ = material stricken from Ordinance following introduction

1           5. Pursuant to the Bond Anticipation Note Act, Section C5-23A of the Charter and  
2 Section 7(c) of the Ordinance, the City adopted Resolution 2023-03 on July 17, 2023, to renew  
3 and modify the 2022 BAN and designated it as “City of Hyattsville Amended and Restated General  
4 Obligation Public Improvement Bond Anticipation Note, Series 2023” in the original aggregate  
5 principal amount of Eleven Million Dollars (\$11,000,000) (the “2023 BAN”).

6           6. Subsequent to the enactment of the Original Ordinance and the issuance of the 2023  
7 BAN, the City has determined that the costs of the projects identified in the Original Ordinance  
8 have exceeded the amount provided for in the Original Ordinance and, in connection therewith,  
9 the City has determined to amend and replace the not to exceed original aggregate principal amount  
10 of the bonds authorized thereby.

11           NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Hyattsville  
12 in regular session assembled:

13           SECTION 1. (a) That the Recitals to this Ordinance are deemed a substantive part of this  
14 Ordinance and are incorporated by reference herein. Capitalized terms used in the Sections of this  
15 Ordinance and not otherwise defined herein shall have the meanings given to such terms in the  
16 Recitals.

17           (b) References in this Ordinance to any official by title shall be deemed to refer  
18 (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or  
19 other applicable law or authority to act in such titled official’s stead during the absence or  
20 disability of such titled official, (ii) to any person who has been elected, appointed or designated  
21 to fill such position in an acting or interim capacity under the Charter, the City Code or other  
22 applicable law or authority, (iii) to any person who serves in a “deputy”, “associate” or “assistant”  
23 capacity as such an official, provided that the applicable responsibilities, rights or duties referred  
24 to herein have been delegated to such deputy, associate or assistant in accordance with the Charter,  
25 the City Code or other applicable law or authority, and/or (iv) to the extent an identified official  
26 commonly uses another title not provided for in the Charter or the City Code, the official, however  
27 known, who is charged under the Charter, the City Code or other applicable law or authority with  
28 the applicable responsibilities, rights or duties referred to herein.

29           (c) References in this Ordinance to the “principal amount” of any of the Bonds,  
30 the BANs, the Refunding Bonds or the Obligations (each as defined herein) shall be construed to  
31 mean the par amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable.

32           SECTION 2. That the following amendments are hereby made to the Original Ordinance:

33           (a) The original aggregate principal amount not exceeding Eleven Million Two  
34 Hundred Fifty Thousand Dollars (\$11,250,000) shall be deleted and inserted in lieu thereof  
35 shall be the original aggregate principal amount not exceeding Seventeen Million Five  
36 Hundred Thousand Dollars (\$17,500,000).

---

Underlining = material added to Ordinance following introduction  
~~Strike-through~~ = material stricken from Ordinance following introduction

1 (b) Section 3(b) of the Original Ordinance shall be deleted in its entirety and  
2 inserted in lieu thereof shall be the following:

3 (b) With respect to the project listed below, the word “costs” as  
4 used in Section 2 hereof shall include, as applicable, costs of the following  
5 activities and expenses: land and right-of-way acquisition and development;  
6 site and utility improvements, including, without limitation, grading,  
7 landscaping, paving, sidewalk, curb, gutter, storm water, water, and sewer  
8 improvements, and related or similar activities and expenses; demolition,  
9 razing and removal and related or similar activities and expenses;  
10 acquisition, construction, expansion, reconstruction, replacement,  
11 renovation, rehabilitation, improvement, installation, furnishing and  
12 equipping activities and expenses (including the installation of the  
13 telecommunications equipment, and related or similar activities and  
14 expenses; planning, design, engineering, architectural, feasibility,  
15 surveying, bidding, permitting, inspection, construction management,  
16 financial, legal and administrative activities and expenses, and related or  
17 similar activities and expenses; costs of issuance (which may include costs  
18 of bond insurance or other credit or liquidity enhancement); capitalized  
19 interest; reserve funds; and any such costs that may represent the City’s  
20 share or contribution to the financing, reimbursement or refinancing of costs  
21 of any such project (collectively, “Costs of the Project”). The maximum  
22 original aggregate principal amount of the Bonds (or the BANs, as  
23 identified in Section 7 hereof) to be appropriated or applied to the Costs of  
24 the Project (exclusive of any premium realized upon sale or investment  
25 earnings that may be applied for such purposes) shall be allocated among  
26 the following public purpose project and related costs of issuance set forth  
27 below, except as otherwise herein provided:

	<b><u>Project Description</u></b>
1	3505 Hamilton Street Public Safety Building <sup>(1), (2)</sup>
2	Costs of Issuance, Interest on BANs and Related Costs

28  
29 (1) Sometimes referred to in City materials as Reuse of 3505 Hamilton  
30 Street or Public Safety Building Renovation Project.

31 (2) Includes the payment of principal on the 2023 BAN, which  
32 produced the interim financing for the Project in the amount of \$11,000,000.

33 The projects identified in line items 1 and 2 above (including Costs of  
34 Issuance) are collectively referred to herein as the “Project”. Except as  
35 indicated in the footnotes above, the Project described is generally  
36 identified by the names used in the City’s Capital Improvements Plan. The

Underlining = material added to Ordinance following introduction

~~Strike-through~~ = material stricken from Ordinance following introduction

1 City shall allocate the maximum principal amount of the Bonds (and of any  
2 of the BANs, as applicable) (exclusive of any premium realized upon sale  
3 or investment earnings that may be applied for such purposes) to be spent  
4 among any of the line items identified herein in compliance with applicable  
5 budgetary procedures or applicable law at or prior to the issuance of the  
6 Bonds. Further, it is the intention of the City that proceeds of the Bonds (or  
7 of any of the BANs, as applicable) may be spent on any applicable Costs of  
8 the Project, notwithstanding the descriptive names for such Project in the  
9 table above, including, without limitation, costs related to changes in the  
10 scopes of and/or names of any of the Project identified above effected  
11 through applicable budgetary procedures or applicable law.

12 (c) References in the Original Ordinance to the “Projects” shall be  
13 deleted and inserted in lieu thereof shall be references to the “Project.”

14 SECTION 3. Except to the extent modified by this Ordinance, the Original Ordinance is  
15 hereby ratified and confirmed.

16 SECTION 4. That the title of this Ordinance shall be deemed to be, and is, a fair summary  
17 of this Ordinance for publication and all other purposes.

18 SECTION 5. That the provisions of this Ordinance shall be liberally construed in order  
19 to effectuate the transactions contemplated by this Ordinance.

20 SECTION 6. That this Ordinance shall become effective twenty (20) calendar days  
21 following the date of its passage, subject to the provisions of Section C2-10(A) of the Charter  
22 regarding the filing with the City Clerk of a valid petition for referendum within thirty (30)  
23 business days following the passage of this Ordinance.

24 [CONTINUED ON FOLLOWING PAGE]

25

---

Underlining = material added to Ordinance following introduction  
~~Strike-through~~ = material stricken from Ordinance following introduction

1 INTRODUCED by the Mayor and City Council of the City of Hyattsville, Maryland at a  
2 regular public meeting on \_\_\_\_\_, 2024, at which meeting copies were available to the public  
3 for inspection.

4 PASSED \_\_\_\_\_ [as introduced] \_\_\_\_\_ [as amended] by the Mayor and City  
5 Council of the City of Hyattsville, Maryland at a \_\_\_\_ regular \_\_\_\_ special [check applicable  
6 meeting type] public meeting on \_\_\_\_\_, 2024, at which meeting copies were available to  
7 the public for inspection.

8 ATTEST:

9

10

11 \_\_\_\_\_  
Nate Groenendyk, City Clerk

11 \_\_\_\_\_  
Robert S. Croslin, Mayor

12

13 189724225.4

\_\_\_\_\_  
Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction





# City of Hyattsville

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

## Agenda Item Report

---

**File #:** HCC-369-FY24

6/10/2024

9.c.

---

Submitted by: Allison Weikel  
Submitting Department: Police Department  
Agenda Section: Action

**Item Title:**

**Contract with Motorola Solutions for New Dispatch Center Equipment and Installation**

**Suggested Action:**

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Motorola Solutions for dispatch center equipment and installation not to exceed \$2,000,000, with \$650,000 funded by ARPA.

I further move that the Mayor and Council authorize the City Administrator to enter into an equipment maintenance and support contract for the dispatch center equipment with Motorola Solutions for years 2-5, at a cost not to exceed \$560,000.

The total expenditure for this project is not to exceed \$2,560,000. The contracts are subject to review and approval of the City Attorney for legal sufficiency.

**Summary Background:**

Motorola Solutions has provided a proposal for the upfit of the new Hyattsville Police Station. They will offer equipment for dispatch consoles, dispatcher phone system, dispatcher furniture, UPS, microwave and antenna equipment and system integration and installation services.

The total cost of this proposal is \$2,546,604, which includes the out-year costs for years 2 through 5; at \$551,604.00. This includes support and maintenance.

\$650,000.00 in ARPA funds have been allocated towards the total cost.

**Next Steps:**

Execute contract

**Fiscal Impact:**

Not to exceed \$2,560,000

**City Administrator Comments:**

Recommend support.

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 3 - Promote a Safe and Vibrant Community

**Legal Review Required?**

Pending

Firm Proposal

**City of Hyattsville, MD**

# **New Dispatch Center Equipment and Installation**

Updated May 29, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2024 Motorola Solutions, Inc. All rights reserved.

# Table of Contents

## Section 1

<b>System Description</b> .....	<b>5</b>
<b>1.1 New Dispatch Center Solution</b> .....	<b>5</b>
<b>1.2 UPS Specifications</b> .....	<b>5</b>
<b>1.3 Equipment Power Requirements</b> .....	<b>8</b>
1.3.1 New Dispatch Center Power Requirements.....	8
1.3.2 Old Prince George’s Hospital Shelter Power Requirements.....	9
<b>1.4 Technical Drawings</b> .....	<b>10</b>
1.4.1 Dispatch Solution – MCC7500E.....	10
1.4.2 Dispatch Site Network Diagram .....	11
1.4.3 Dispatch Site Rack Diagram .....	12
1.4.4 Old Prince George’s Hospital Site Rack Diagram.....	13
1.4.5 UPS for New Equipment Measurements of One Unit (of two).....	14
<b>1.5 VESTA 9-1-1 Rack Diagram</b> .....	<b>16</b>
<b>1.6 Preliminary Microwave Path Report</b> .....	<b>17</b>
<b>1.7 Watson Furniture Solution</b> .....	<b>18</b>
<b>1.8 VESTA 9-1-1 Call Handling – Single Backroom Design</b> .....	<b>22</b>
1.8.1 Key System Capabilities and Advantages .....	23
1.8.2 Enhancements VESTA 9-1-1 Brings to the PSAP .....	24
1.8.3 VESTA 9-1-1 Call Handling Solution Description.....	25
1.8.4 Summary of Offer .....	26
<b>1.9 VESTA 9-1-1 Product Descriptions</b> .....	<b>28</b>
1.9.1 VESTA® 9-1-1.....	28
1.9.2 Servers .....	29
1.9.3 Gateways.....	30
1.9.4 Remote CAD Port Servers .....	31
1.9.5 Networking.....	32
1.9.6 Printing .....	32
1.9.7 Workstations.....	32
1.9.8 VESTA 9-1-1 Call Taking Position .....	33
1.9.9 VESTA 9-1-1 Data Assist.....	33
1.9.10 Data Management.....	35
<b>1.10 VESTA 9-1-1 CommandCentral Cloud-Based Services</b> .....	<b>36</b>
1.10.1 Citizen Input.....	36
1.10.2 Smart Transcription .....	38
<b>1.11 VESTA 9-1-1 Cybersecurity Services</b> .....	<b>39</b>
1.11.1 Managed Detection and Response.....	39
1.11.2 Network and Security Operations Center.....	40

**Section 2**

**Statement of Work for Dispatch Site Equipment .....41**

- 2.1 Responsibility Matrix..... 41**
- 2.2 Additional City of Hyattsville Responsibility ..... 52**
- 2.3 Assumptions..... 52**
  - 2.3.1 Microwave Assumptions.....53
- 2.4 Site Development New Dispatch Site Equipment..... 54**
  - 2.4.1 Motorola Responsibilities .....54
  - 2.4.2 Customer Responsibilities.....55
- 2.5 Site Development UPS Installation..... 56**
  - 2.5.1 Motorola Responsibilities .....56
  - 2.5.2 Customer Responsibilities.....57
- 2.6 Site Architectural and Engineering at Hospital Tower Site ..... 58**
  - 2.6.1 Motorola Responsibilities .....58
  - 2.6.2 Customer Responsibilities.....59
- 2.7 General Site Development Assumptions / Clarifications..... 60**
  - 2.7.1 Motorola Solutions Clarification.....63
  - 2.7.2 Criteria.....63

**Section 3**

**Statement of Work for VESTA 9-1-1 .....64**

- 3.1 Introduction ..... 64**
- 3.2 Award, Administration, and Project Initiation..... 64**
- 3.3 Project Terms..... 65**
- 3.4 Completion Criteria ..... 65**
  - 3.4.1 Subscription Service Period .....65
- 3.5 Project Roles and Responsibilities Overview..... 65**
  - 3.5.1 Motorola Project Roles and Responsibilities.....65
  - 3.5.2 Customer Core Team, Project Roles and Responsibilities .....67
  - 3.5.3 General Customer Responsibilities .....70
- 3.6 Project Planning ..... 70**
  - 3.6.1 Project Planning Session – Teleconference / Web Meeting.....71
  - 3.6.2 Project Kickoff Meeting.....72
  - 3.6.3 Contract Design Review.....72
  - 3.6.4 Business Process Review (BPR) .....73
  - 3.6.5 Project Plan Approval.....74
- 3.7 Equipment Installation and Validation ..... 74**
  - 3.7.1 Solution Staging .....74
  - 3.7.2 Site Installation and Configuration.....74
  - 3.7.3 System Validation.....75
  - 3.7.4 Lockdown .....76
- 3.8 System Training..... 76**
  - 3.8.1 Instructor-Led Training (On-Site and/or Remote).....76

- 3.9 System Go Live..... 77**
- 3.9.1 Go-Live Planning .....77
- 3.9.2 Motorola Support Engagement .....77
- 3.9.3 Go Live .....77
- 3.10 Project Closure..... 78**
- 3.10.1 Site Installation and Verification Package .....78

**Section 4**

- Statement of Work – Citizen Input and Smart Transcription .....80**
- 4.1 Award and Project Initiation ..... 80**
- 4.2 Completion and Acceptance Criteria ..... 80**
- 4.3 Project Deployment..... 81**
- 4.3.1 Project Planning Session .....81
- 4.4 Hardware Procurement and Shipment..... 82**
- 4.5 Hardware, Software, Firewall Installation, and Configuration ..... 82**
- 4.6 Citizen Input and Smart Transcription Client ..... 83**
- 4.7 Citizen Input and Smart Transcription for 9-1-1 Enablement and Provisioning..... 83**
- 4.8 Citizen Input and Smart Transcription Functional Validation Testing ..... 84**
- 4.9 Citizen Input and Smart Transcription Training ..... 84**
- 4.10 Citizen Input and Smart Transcription Transition to Support ..... 85**

**Section 5**

- Statement of Work - ActiveEye<sup>SM</sup> Managed Detection and Response for VESTA® 9-1-1 87**
- 5.1 Overview ..... 87**
- 5.2 Description of Service..... 87**
- 5.2.1 ActiveEye<sup>SM</sup> Security Operations Center .....87
- 5.2.2 ActiveEye<sup>SM</sup> Security Platform .....87
- 5.2.3 Service Prerequisites .....88
- 5.2.4 Deployment Timeline and Milestones .....88
- 5.2.5 Responsibilities.....89
- 5.2.6 Service Modules .....89
- 5.3 Security Operations Center Monitoring and Support ..... 90**
- 5.3.1 Scope .....90
- 5.3.2 Responsibilities.....90
- 5.3.3 Event Response and Notification .....91
- 5.3.4 Managed Detection and Response Priority Level Definitions and Response Times.....92
- 5.4 Included Services ..... 94**
- 5.4.1 Site Information .....94
- 5.5 Limitations and Exclusions ..... 94**
- 5.5.1 Service Limitations .....95
- 5.5.2 Processing of Customer Data in the United States and/or Other Locations .....95
- 5.5.3 Customer and Third-Party Information.....95
- 5.5.4 Third-Party Software and Service Providers, Including Resale .....96

May 29, 2024

Chief Jarrod Towers  
City of Hyattsville Police  
4310 Gallatin Street  
Hyattsville, MD 20781

Subject: City of Hyattsville Motorola Proposal

Motorola Solutions, Inc. ("Motorola") is pleased to provide this proposal to the City of Hyattsville, Maryland for the up fit of the new Hyattsville Police Station. This proposal offers equipment for Dispatcher Consoles, Dispatcher Phone System, Dispatch Furniture, UPS, Microwave and Antenna Equipment, and system integration and installation services.

The total cost of this proposal is \$2,546,604, which includes the out year costs for years 2-5; at \$551,604.00. This includes SUA support and maintenance.

This proposal is valid until June 30, 2024 and is based upon the terms and conditions of the Motorola-Metropolitan Washington Council of Governments (COG) contract 21-069 dated May 19, 2021 ("Contract"), to the Subscription Software Addendum ("SSA"), and to the Data Processing Addendum ("DPA") attached herein. To accept this proposal the City may issue a purchase order referencing the Contract, the SSA, the DPA, and Motorola's proposal dated May 29, 2024.

Please contact your Account Manager, Kevin Frazier, at [kevin.frazier@motorolasolutions.com](mailto:kevin.frazier@motorolasolutions.com) with any questions. We appreciate having City of Hyattsville as a customer and look forward to our continued partnership.

Sincerely,  
MOTOROLA SOLUTIONS, INC.



Michael Leonard  
**Mid-Atlantic Territory Vice President – T3**  
North America Government Markets



National Fallen Firefighters Foundation  
Board of Directors

**Section 6**

**Service/Warranty .....97**

- 6.1 SUAll and Maintenance Services..... 97**
- 6.1.1 MCC7500E Dispatch Consoles.....97
- 6.1.2 VESTA 9-1-1 Operations Manager (ECH Service Management).....97
- 6.1.3 Network Security and Operation Center (NSOC).....98

**Section 7**

**Equipment List..... 100**

- 7.1 Site, Dispatch, UPS, and Microwave Equipment ..... 100**
- 7.2 VESTA 9-1-1 Equipment..... 103**
- 7.3 VESTA 9-1-1 Services..... 108**
- 7.4 Watson Furniture..... 109**

**Section 8**

**Pricing Summary ..... 111**

- 8.1 Equipment and Installation ..... 111**

**Section 9**

**Contractual Documentation..... 113**



## Section 1

# System Description

Motorola Solutions, Inc. (Motorola) is pleased to provide the City of Hyattsville, MD the following proposal to relocate equipment from the Hyattsville Municipal Building to a new dispatch center located at 3505 Hamilton Street and add additional equipment at the new dispatch location. The overall solution will have RF and VESTA site equipment, five (5) MCC7500E dispatch consoles, five (5) APX4500s, five (5) VESTA operator workstations, five (5) Mercury Pro console workstations, MPLS, and microwave backhaul. This proposal also includes equipment and installation of two (2) 40KVA Liebert EXM UPS Systems with at least 22 minutes of runtime per customer request for the equipment in this proposal. The equipment in this proposal will be connected to the proposed UPS.

The following highlights the equipment that will be installed and configured at the new location.

## 1.1 New Dispatch Center Solution

- Three (3) existing MCC7500 dispatch consoles will be relocated to new dispatch center and upgraded to MCC7500E
- Two (2) new MCC7500E dispatch consoles
- Two (2) existing switches will be relocated from the Hyattsville Municipal Building
- Five (5) new APX4500s
- Two (2) new routers
- One (1) control station combiner
- One (1) MPLS SAR8 router
- One (1) rack, two (2) PDU, ground bar, two (2) 120v 60amp circuits
- One (1) TX and (1) RX antennas for control stations
- One (1) 3ft MW antenna on the new monopole structure at 3505 Hamilton Street
- One (1) 3ft MW antenna on the existing tower at Prince George Hospital
- Cabling and required equipment to install the equipment above (details in Equipment List)
- Two (2) 40KVA Liebert EXM UPS Systems and two (2) 200-amp breaker panels (customer request)

## 1.2 UPS Specifications

Two (2) Liebert EXM Single Module UPS System EACH consisting of the following: One (1) 40kVA Nameplate Liebert EXM UPS, model, with the following features: model 47SA040EACM2ZRO, with the following features:

- System Input Voltage of 208/120V, 3 Phase, 4 wire plus ground
- System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground

- Fixed Capacity 40kVA UPS System
- 208V Native Output Voltage
- Single Input Configuration
- One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with Trellis™, Liebert Nform, LIFE™ Services. Supports third-party management systems using SNMP, Modbus or BACnet.
- SNMP Communication
- One (1) IS-RELAY Relay Contact Card(s)
- Transformer-Free Architecture - Efficiency up to 95% in double conversion mode
- Unity Power Factor Rating - Delivers more usable power per kVA
- Load Power Factor Support - Supports loads 0.5 lagging to unity without derating
- Energy Optimization Mode (Eco-Mode)
- 65kAIC Rating - Provides interrupting rating and labeling of 65kA
- Active Power Factor Corrected IGBT Input Converter
- PWM transistorized (IGBT) inverter
- Continuous Duty Static Bypass Switch
- Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
- Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
- Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
- Automatic retransfer - Provides return to inverter power after an overload
- DSP based controls - Provides digital control of power conversion and system operation
- Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
- Temperature-Compensated Charging/Battery Load Test
- Top-and-bottom-entry cable access
- Front only service access
- Local Emergency Power Off (EPO)
- LIFE™ Services for the 1st year
- IP 20 enclosure
- Casters and leveling feet
- UL and cUL Listed to UL Standard 1778 5th Edition
- Liebert EXM Factory Services Certified Test Report

EACH solution includes One (1) Liebert EXM Battery Cabinet System, model 47BPEMX52L10 with the following features:

- 22 min, 1 x Internal String of ENERSYS HX205-FR Batteries and 1 -320 MM External Cabinet(s) of ENERSYS HX205-FR Batteries
- BP-No Battery Monitoring
- Cabinet Mounted Left Attached to Module

EACH solution includes One (1) Maintenance Bypass Cabinet(s), model 47MBE32CC0R1URM with the following features:

- 3 Switching Devices (BIB, MBB, MIB)
- 175 Amp Breaker Trip Rating
- Key Interlock (SKRU)
- Cabinet Mounted Right Attached to Module with connecting cables factory supplied
- 200 MM - 7.9 inches Frame Size
- Top or Side Access required for MBC Installation.
- Front Access service design

The following Startup & Warranty Services are provided:

- Startup & Total Warranty: Parts, Labor, 4hr Response, (1) 8x5 PM Visit
- Warranty Extension: Warranty Premier – Parts, Labor, 8x5 PM(s)
- Number of PM Per Year: 1

# 1.3 Equipment Power Requirements

The proposed equipment requires the following power to be used as a reference for the UPS and HVAC design for the new Dispatch Center (includes dispatch, VESTA, and microwave) and the Old Prince George's Hospital shelter (includes microwave).

## 1.3.1 New Dispatch Center Power Requirements

**Table 1-1: New Dispatch Center Detailed Power Calculation – Operator Positions**

Equipment	Qty	AC / DC	Per Device				# Ckts	Total Max	Total Amps	Total BTU	Total # Ckts	Power Source
			Max Power	Current (Amps)	BTU							
<b>OPERATOR POSITIONS</b>												
<b>MCC7500E</b>												
MCC7500E WORKSTATION	5	AC	204	1.70	696	1	1020	9	3478	5	UPS	
MCC7500E CCHUB	5	AC	170	1.42	580	1	850	7	2899	5	UPS	
24" TECH GLOBAL NON TOUCH	5	AC	18	0.15	61	1	90	1	307	5	UPS	
SPEAKER	10	AC	6	0.05	20	1	60	1	205	10	UPS	
APX 4500 CONTROL STATION	5	AC	204	1.70	696	1	1020	9	3478	5	UPS	
<b>VESTA</b>												
VESTA WORKSTATION	5	AC	204	1.70	696	1	1020	9	3478	5	UPS	
24" TECH GLOBAL NON TOUCH	5	AC	18	0.15	61	1	90	1	307	5	UPS	
<b>Totals</b>							<b>3040</b>	<b>25</b>	<b>10366</b>	<b>30</b>		

**Table 1-2: New Dispatch Center Detailed Power Calculation – Control Room**

Equipment	Qty	AC / DC	Per Device				# Ckts	Total Max	Total Amps	Total BTU	Total # Ckts	Power Source
			Max Power	Current (Amps)	BTU							
<b>CONTROL ROOM EQUIPMENT</b>												
MPLS SAR 8	1	AC	200	1.67	682	2	200	1.7	682	2	UPS	
DISPATCH GATEWAY	2	AC	150	1.25	512	2	300	2.5	1023	4	UPS	
DISPATCH LAN SWITCH	2	AC	204	1.70	696	2	408	3.4	1391	4	UPS	
CONTROL STATION COMBINER	1	AC	100	0.83	341	1	100	0.8	341	1	UPS	
VESTA SERVER	1	AC	300	2.50	1023	2	300	2.5	1023	2	UPS	
VESTA FIREWALL	1	AC	100	0.83	341	2	100	0.8	341	2	UPS	
VESTA LAN SWITCH	2	AC	204	1.70	696	2	408	3.4	1391	4	UPS	
VESTA M800 GATEWAY	1	AC	60	0.50	205	1	60	0.5	205	1	UPS	
VESTA 8-port RS-232	1	AC	14	0.12	48	1	14	0.1	48	1	UPS	
VESTA KVM	1	AC	30	0.25	102	1	30	0.3	102	1	UPS	
<b>Totals</b>							<b>1920</b>	<b>16</b>	<b>6547</b>	<b>22</b>		

**Table 1-3: New Dispatch Center Detailed Power Calculation – Microwave Control Room**

Equipment	Qty	Per Device					# Ckts	Total Max	Total Amps	Total BTU	Total # Ckts	Power Source
		AC / DC	Max Power	Current (Amps)	BTU							
<b>DC Power System</b>												
<b>Microwave Equipment</b>												
MICROWAVE RADIOS	1	DC	124	2.58	423	2	124	3	423	2	DC	
MPLS	1	DC	160	3.33	546	2	160	3	546	2	DC	
DC BATTERIES	-	-	-	-	-	-	-	-	-	-	DC	
<b>Totals</b>							<b>284</b>	<b>6</b>	<b>968</b>	<b>4</b>		

**Table 1-1: New Dispatch Center - Summary of Power Calculation**

<b>Equipment Power and Heat</b>	
<i>Total UPS Circuits</i>	<b>62</b>
<i>Total Comm AC Circuits</i>	<b>0</b>
<i>Total DC Circuits</i>	<b>4</b>
<i>AC Power on UPS (KW)</i>	<b>6.07</b>
<i>AC power on DC Plant (KW)</i>	<b>0.00</b>
<i>AC power on commercial Power (KW)</i>	<b>0.00</b>
<i>Total AC Power (in KW)</i>	<b>6.07</b>
<i>AC Amps on UPS</i>	<b>50.58</b>
<i>AC Amps on DC Plant</i>	<b>0.00</b>
<i>Inverter DC Amps (48 vdc)</i>	<b>0.00</b>
<i>AC Amps on Commercial Power</i>	<b>0.00</b>
<i>Total AC Amps</i>	<b>50.58</b>
<i>Total DC Power (in KW)</i>	<b>0.28</b>
<i>Total DC Amps</i>	<b>5.92</b>
<i>Total DC Amps (Including Inverter)</i>	<b>5.92</b>
<i>Total equipment BTUs (in KBTUs)</i>	<b>38.58</b>

### 1.3.2 Old Prince George’s Hospital Shelter Power Requirements

**Table 1-2: Prince George's Hospital Detailed Power Calculation – Microwave**

Equipment	Qty.	Per Device					# Ckts	Total Max	Total Amps	Total BTU	Total # Ckts	Power Source
		AC / DC	Max Power (W)	Current (Amps)	BTU							
<b>DC Power System</b>												
<b>Microwave Equipment</b>												
Microwave Radios	1	DC	124	2.58	423	2	124	2.58	423	2	DC	
DC Batteries	-	-	-	-	-	-	-	-	-	-	DC	
<b>Totals</b>							<b>124</b>	<b>3</b>	<b>423</b>	<b>2</b>		

**Table 1-3: Prince George's Hospital Site**

<b>Equipment Power and Heat</b>		
<b>Total UPS Circuits</b>		<b>0</b>
<b>Total Comm AC Circuits</b>		<b>0</b>
<b>Total DC Circuits</b>		<b>2</b>
<b>AC Power on UPS (KW)</b>		<b>0.00</b>
<b>AC power on DC Plant (KW)</b>		<b>0.00</b>
<b>AC power on commercial Power (KW)</b>		<b>0.00</b>
<b>Total AC Power (in KW)</b>		<b>0.00</b>
<b>AC Amps on UPS</b>		<b>0.00</b>
<b>AC Amps on DC Plant</b>		<b>0.00</b>
<b>Inverter DC Amps (48 vdc)</b>		<b>0.00</b>
<b>AC Amps on Commercial Power</b>		<b>0.00</b>
<b>Total AC Amps</b>		<b>0.00</b>
<b>Total DC Power (in KW)</b>		<b>0.12</b>
<b>Total DC Amps</b>		<b>2.58</b>
<b>Total DC Amps (including inverter)</b>		<b>2.58</b>
<b>Total Equipment BTUs (in KBTUs)</b>		<b>0.42</b>

## 1.4 Technical Drawings

### 1.4.1 Dispatch Solution – MCC7500E

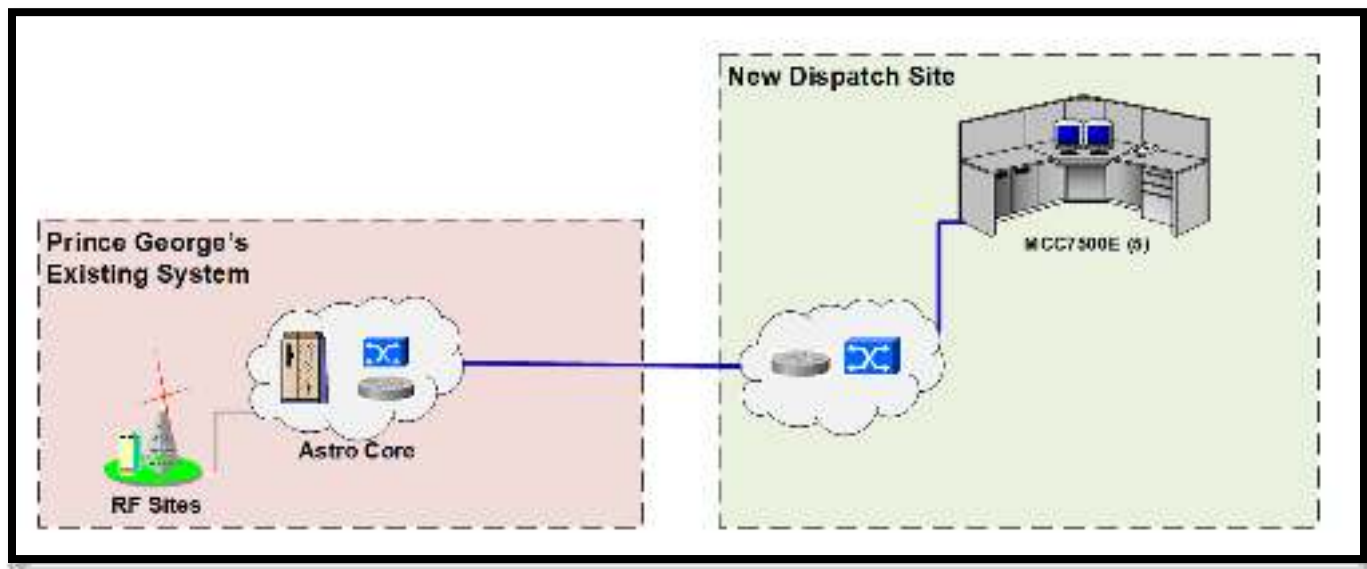


Figure 1-1: High Level MCC7500E Diagram

## 1.4.2 Dispatch Site Network Diagram

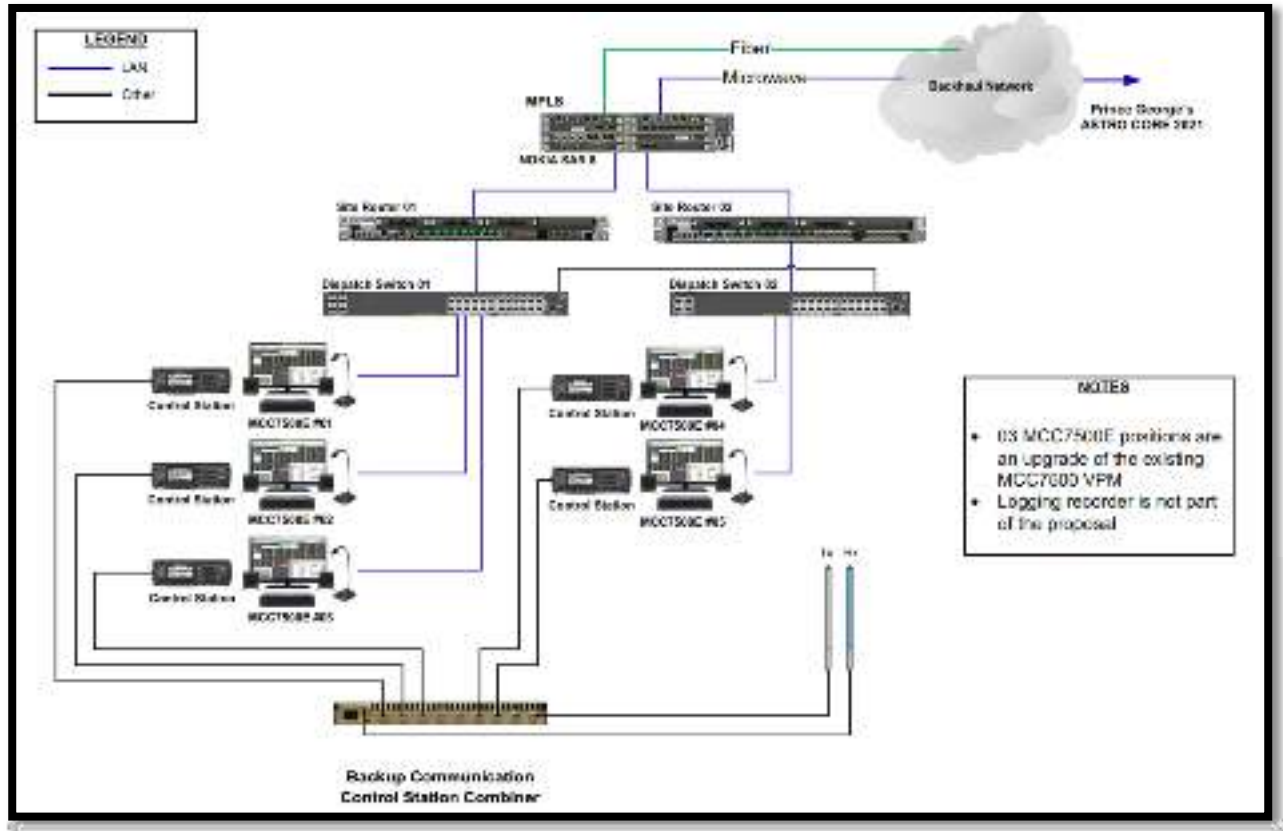


Figure 1-2: MCC7500E Dispatch Diagram at Hamilton Street

### 1.4.3 Dispatch Site Rack Diagram

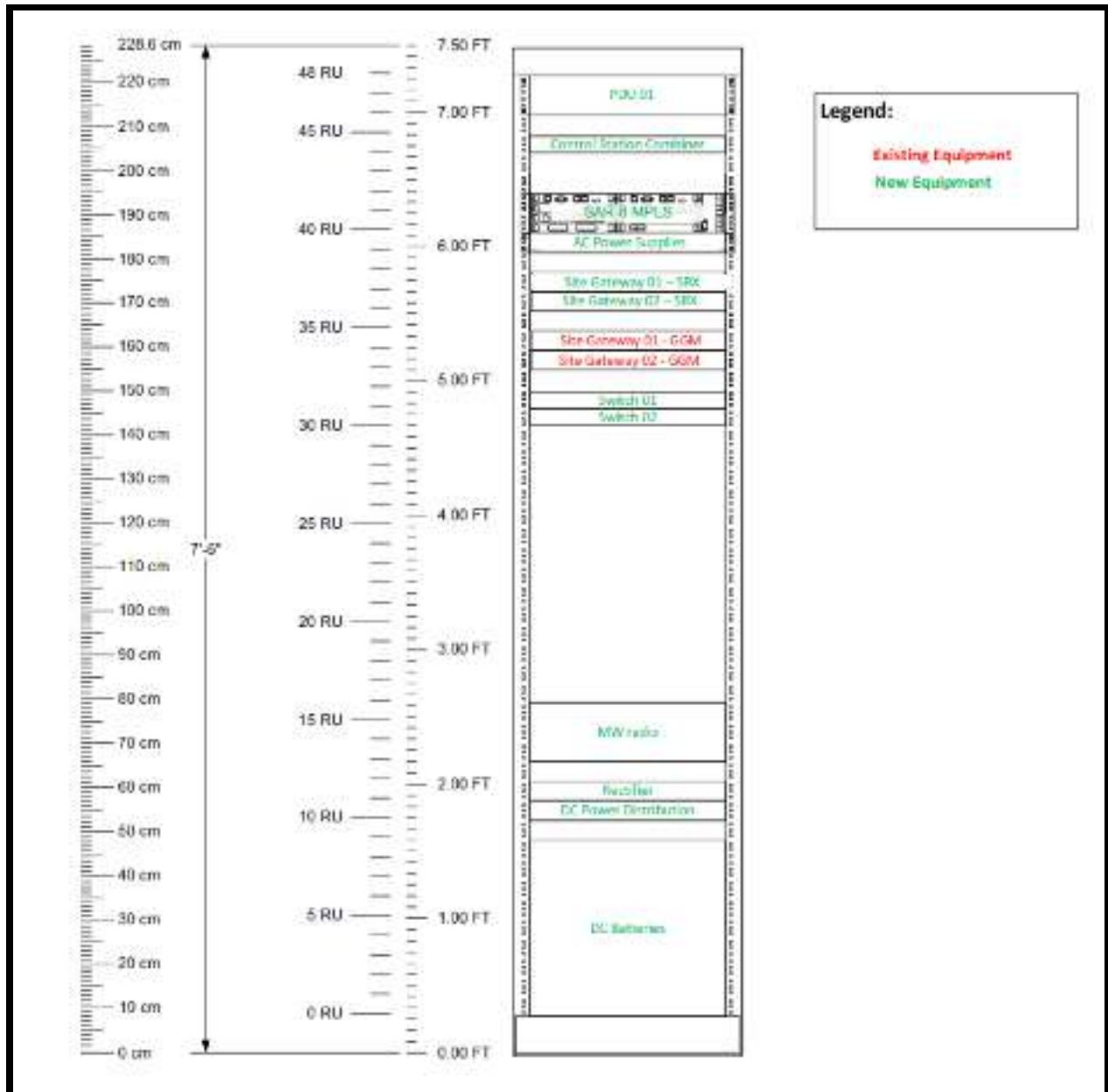


Figure 1-3: MCC7500E and Microwave Rack at Hamilton St



### 1.4.4 Old Prince George's Hospital Site Rack Diagram

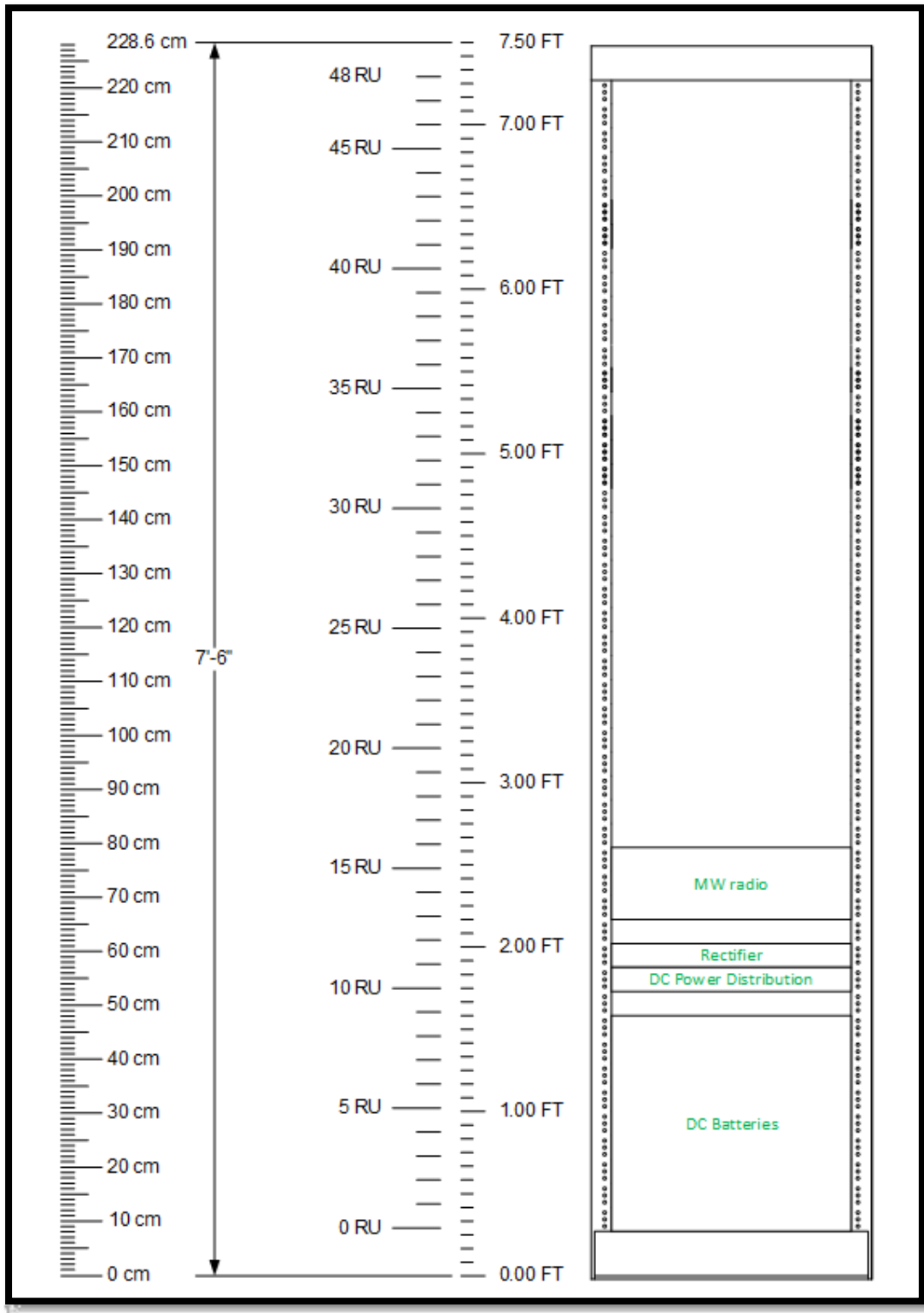
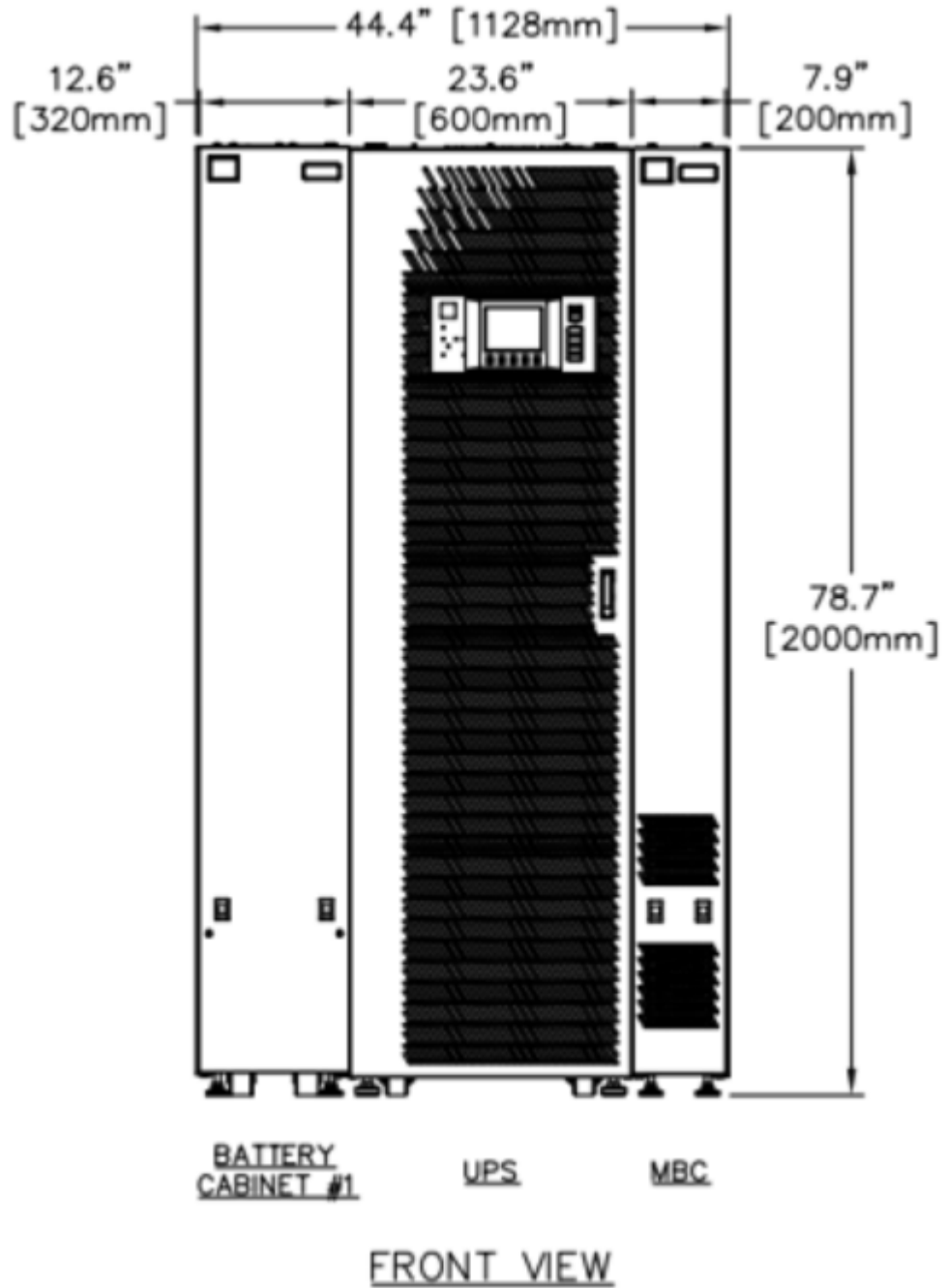


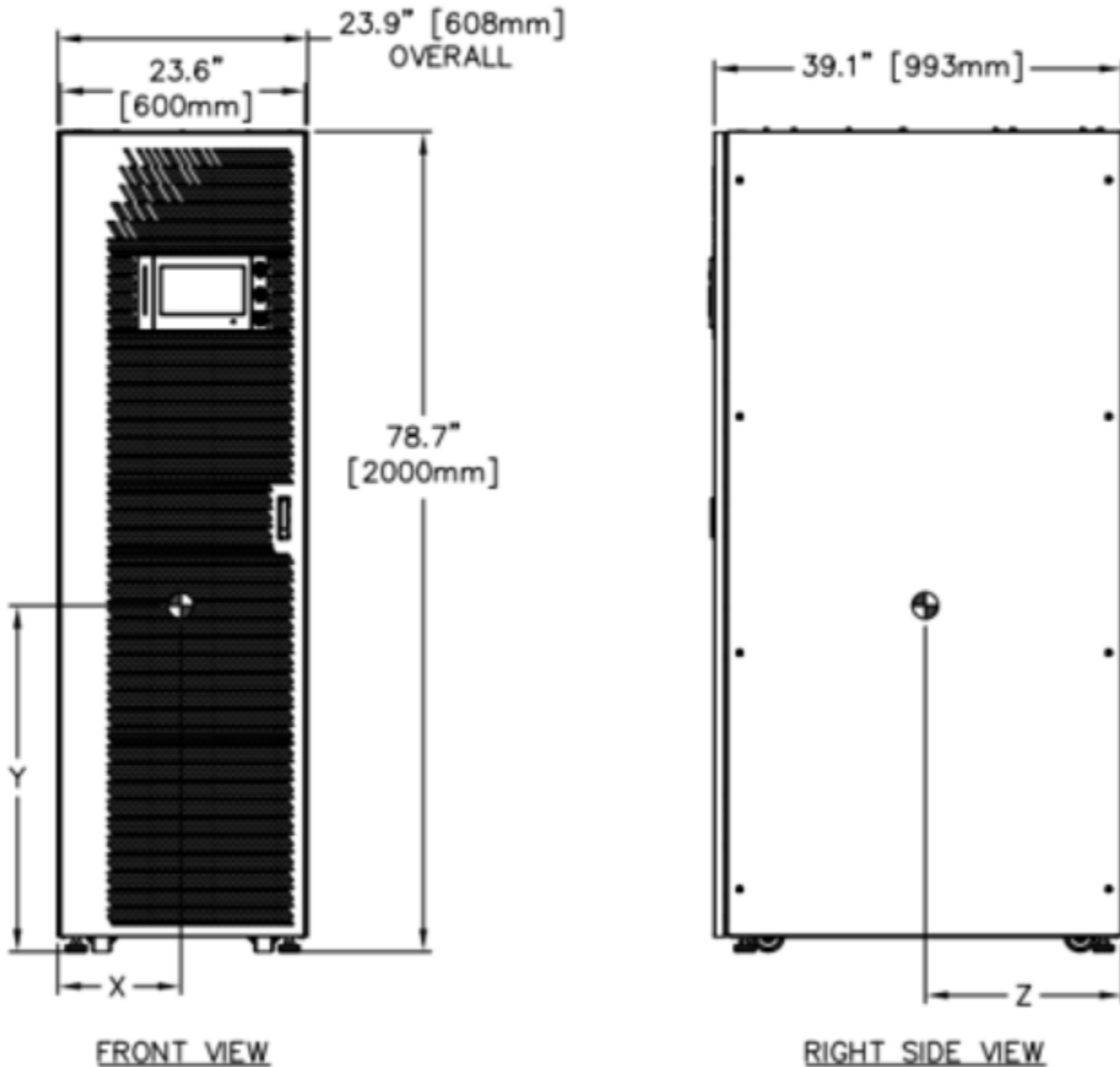
Figure 1-4: Microwave Rack at Prince George Hospital

### 1.4.5 UPS for New Equipment Measurements of One Unit (of two)



NOTES:

1. ALL DIMENSIONS ARE IN inches [mm].
2. 24" [610] MINIMUM CLEARANCE ABOVE UNIT FOR AIR EXHAUST.  
36" [914] FRONT ACCESS REQUIRED FOR SERVICE.
3. KEEP CABINET WITHIN 15 DEGREES OF VERTICAL.
4. TOP AND BOTTOM CABLE ENTRY AVAILABLE THROUGH REMOVABLE ACCESS PLATES. REMOVE, PUNCH TO SUIT CONDUIT SIZE AND REPLACE.
5. UNIT BOTTOM IS STRUCTURALLY ADEQUATE FOR FORKLIFT HANDLING.
6. CONTROL WIRING AND POWER WIRING MUST BE RUN IN SEPARATE CONDUITS.
7. ALL WIRING IS TO BE IN ACCORDANCE WITH NATIONAL AND LOCAL ELECTRICAL CODES.
8. ALL BATTERY CABINETS MUST BE POSITIONED ON THE LEFT SIDE OF UPS.



# 1.5 VESTA 9-1-1 Rack Diagram

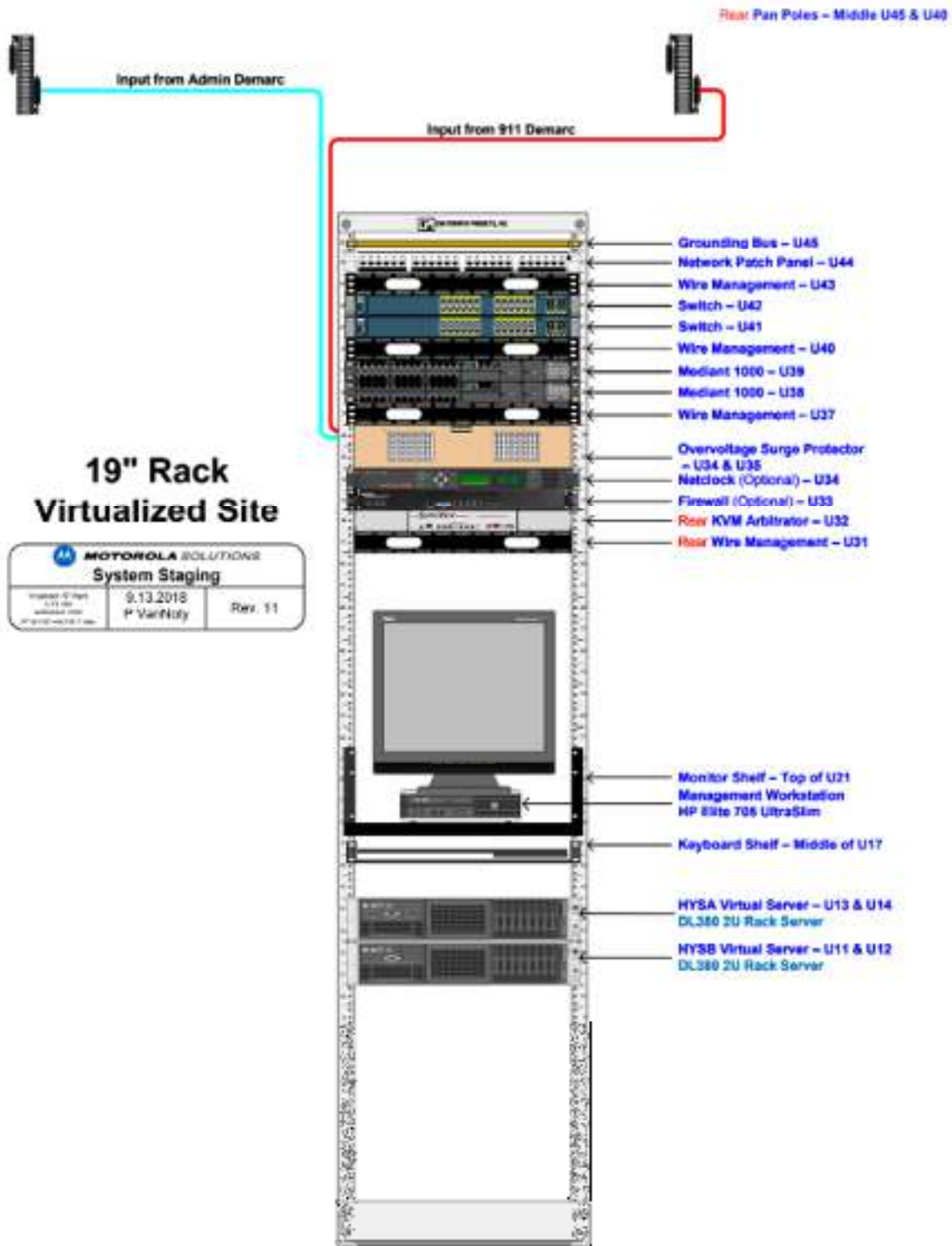
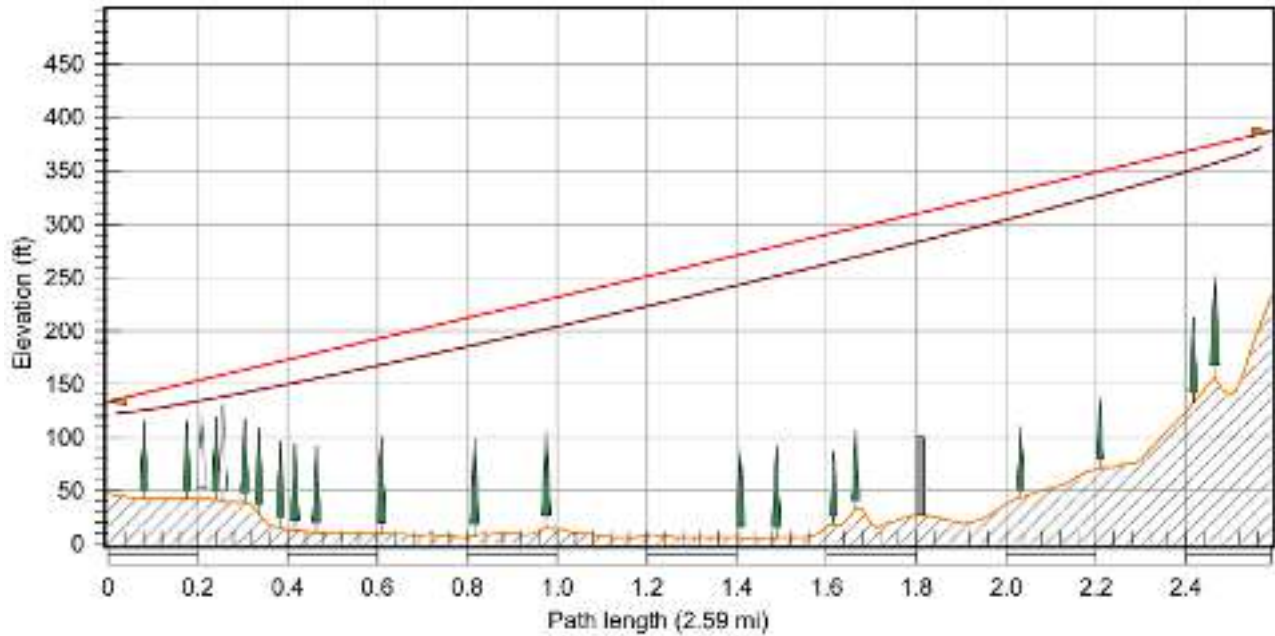


Figure 1-5: VESTA 9-1-1 Rack Diagram

## 1.6 Preliminary Microwave Path Report

Microwave path report shows antenna to be placed on the new dispatch site monopole at around 86ft and on the Old Prince George’s Hospital tower around 155ft. This is subject to change based on path survey.



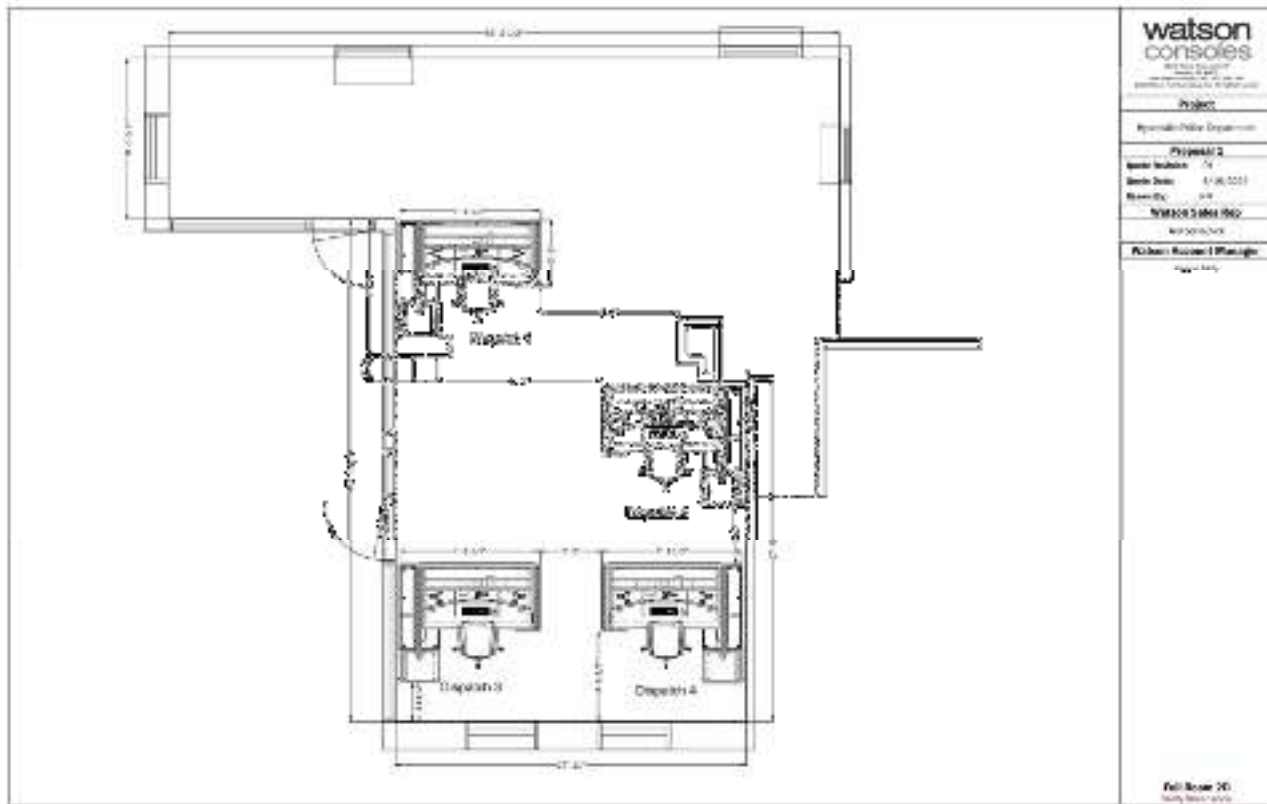
F = 11200.00 MHz K = 1.33 %F1 = 60.0

	3505 Hamilton St Monopole	Prince George Hospital
Latitude	38 57 15.49 N	38 55 45.39 N
Longitude	076 57 37.23 W	076 55 28.28 W
True azimuth (°)	131.81	311.83
Vertical angle (°)	1.05	-1.07
Elevation (ft)	48.00	232.00
Tower height (ft)		180.00
Tower type		self supporting
Antenna model	SC 3 - W100A (TR)	SC 3 - W100A (TR)
Antenna gain (dBi)	38.30	38.30
Antenna height (ft)	88.00	155.00
TX line model	IF Cable 3/8" Heliax	IF Cable 3/8" Heliax
TX line length (ft)	450.00	175.00
TX loss (dB)	2.10	2.10
RX loss (dB)	2.10	2.10
Configuration	1+1	1+1
Radio model	MX/S/11G/30M/SP	MX/S/11G/30M/SP
Polarization	Vertical	
Rain region	Washington, District Of Columbia	

## 1.7 Watson Furniture Solution

This proposal includes five (5) Mercury Pro console workstations. Each position includes installation and the following features:

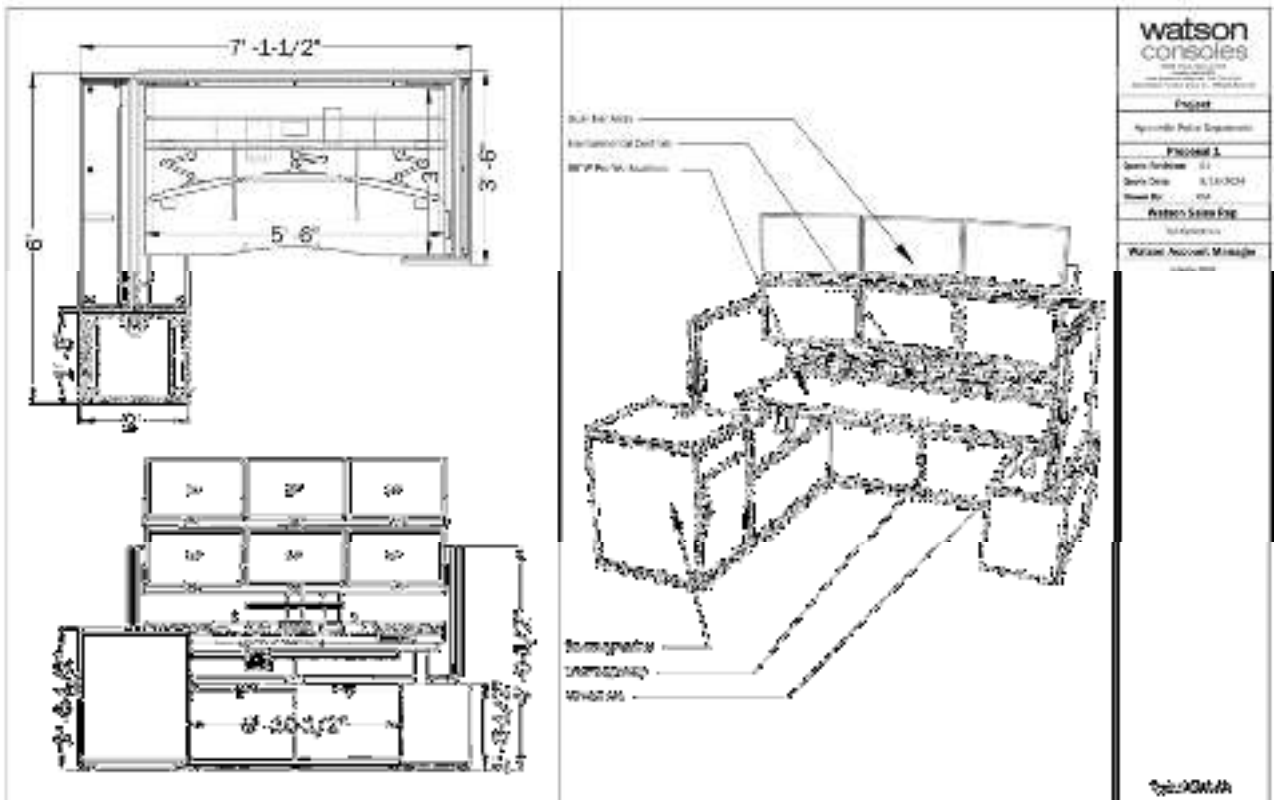
- 66"W Pro Worksurface – Height-Adjustable with Depth Adjustment, Environmental Control and In-Dash Power
- Environmental Control
  - Forced Air Heat, Cooling Fans, LED Ambient Lighting and Dimmable LED Task Lighting
- In-Dash Power
  - 2 Power Outlets
- Dual Tier Monitor Array
  - Height-Adjustable with Individually Adjustable Monitor Arms: 3 over 3
- Technology Bridge Storage to Accommodate up to (4) Small Tower PC's (Max Dimensions per Unit: 7"W x 15"H x 11.5"D)
- Technology Cabinet Storage to Accommodate up to (2) Full-Size Tower PC's (Max Height per Unit: 20"H)
- Screens
  - 48"H Fabric
- Accessories
  - (4) Speaker Brackets, (2) Headset Jack
- Technology Ports Per Position
  - (4) USB-A Data I
  - (4) USB-C Data I
  - (2) Dual USB-A+C Charging I
  - (1) RJ45/CAT6 I
  - (1) RJ11/Phone I
  - (1) 35mm Audio



System Description

Use or disclosure of this proposal is subject to the restrictions on the cover page.  
 Motorola Solutions



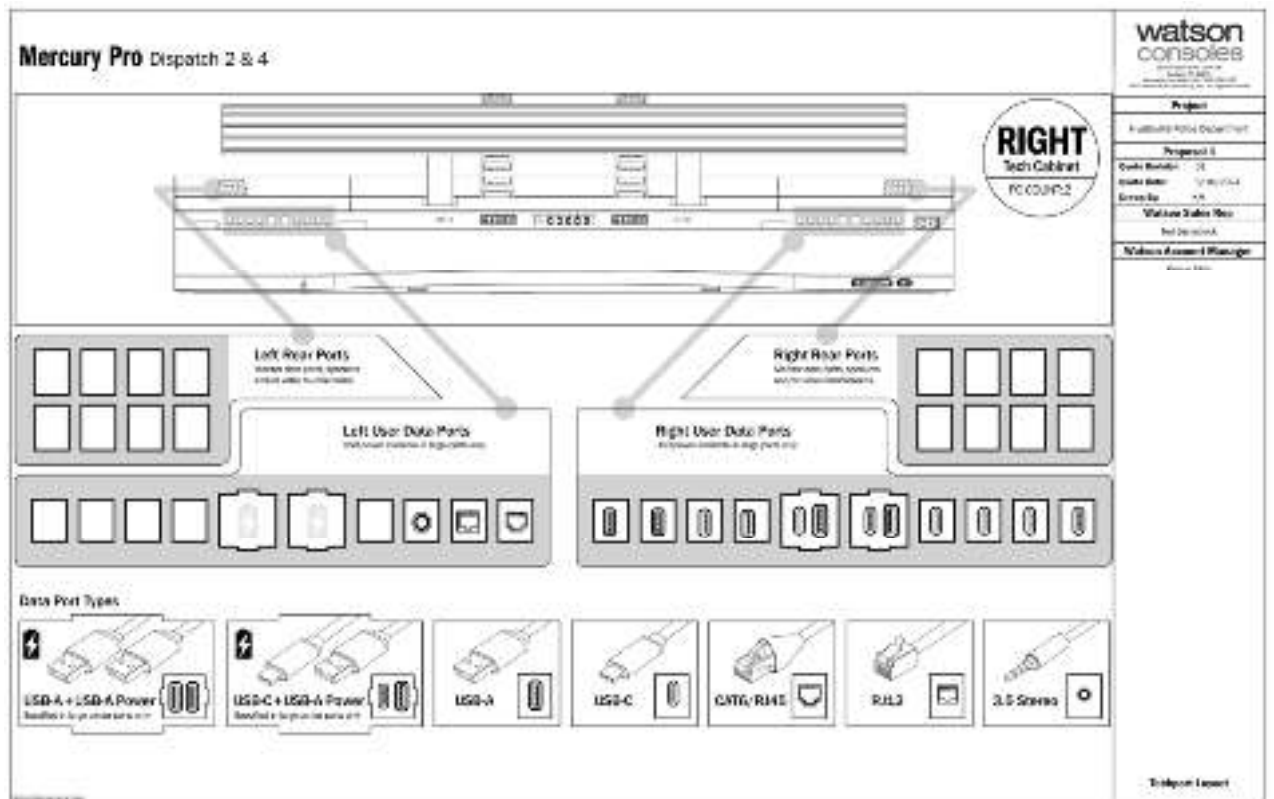
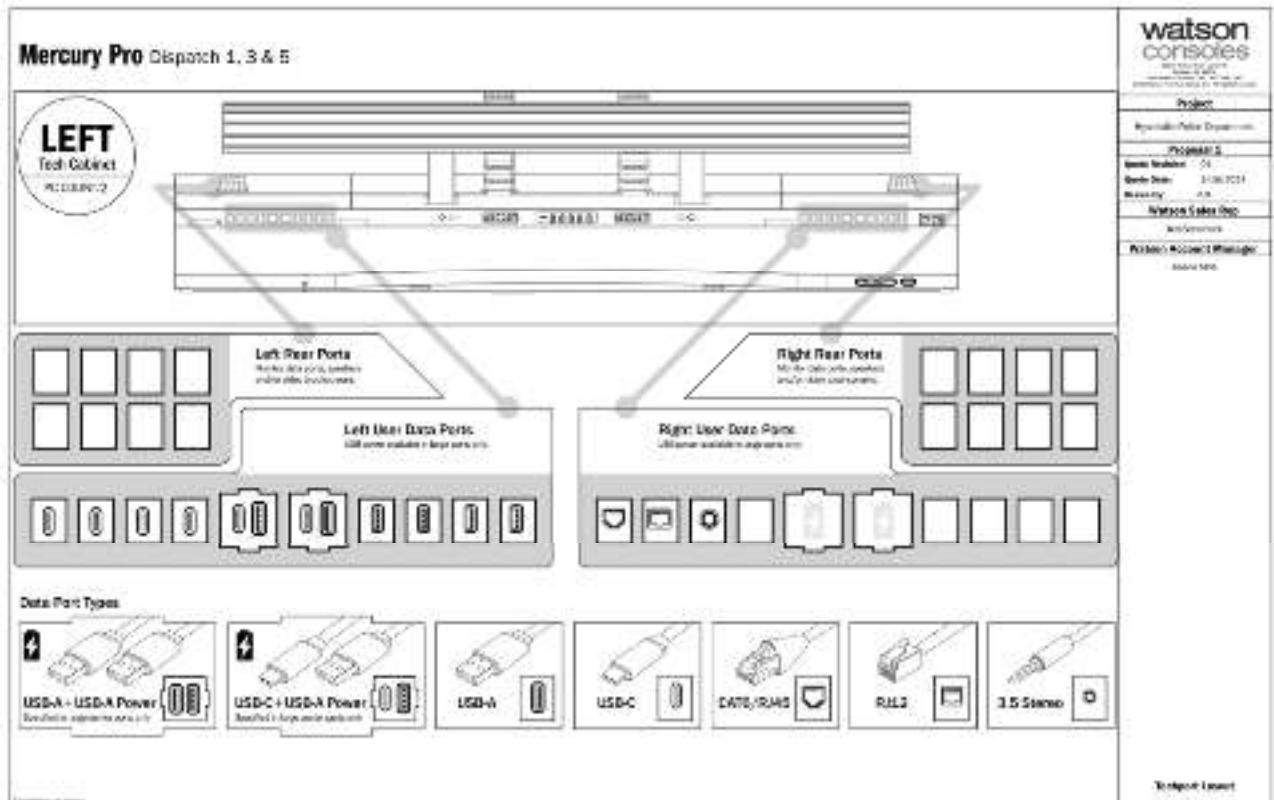


System Description



Use or disclosure of this proposal is subject to the restrictions on the cover page.  
 Motorola Solutions





System Description



Use or disclosure of this proposal is subject to the restrictions on the cover page.  
 Motorola Solutions

## 1.8 VESTA 9-1-1 Call Handling – Single Backroom Design

Motorola Solutions is proud to present this firm proposal for the VESTA® 9-1-1 call handling solution in response to Hyattsville Police Department request.

Motorola Solutions redesigned its industry leading 9-1-1 call handling platform from the ground up to specifically accommodate future emergency call handling formats. Our VESTA 9-1-1 solution is that Next Generation 9-1-1 (NG9-1-1) platform. Already selected by over 2500 agencies, the VESTA solution was designed to handle IP communications including Wireline, Wireless, VoIP, TDD/ TTY, SMS/Text.

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP's increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

VESTA 9-1-1 is designed to meet emerging 9-1-1 technology and has evolved with the introduction of CommandCentral cloud-based services to accept additional technologies while maintaining our reputation for reliability and ease of use. The cloud-based services integrate with the existing VESTA 9-1-1 solution and provides visual content including photos and real-time video and real-time transcription of call audio.

Motorola Solutions offers a trusted, comprehensive suite of cybersecurity solutions to cost-effectively reduce risk and allow customers to focus on their mission instead of security. As cyber attacks become more frequent and sophisticated, and mission-critical communications systems become interconnected to other IP-based systems, prevention and proactive risk management are critical. In addition, finding and retaining qualified cybersecurity professionals is more challenging than ever. As a result, Public Safety Answering Points (PSAPs) must consider next-generation cybersecurity solutions to better detect and defend against advanced threats. Having security elements like antivirus, firewalls or unmonitored intrusion detection systems inspecting traffic is no longer enough. A cyber attack can not only bring your system down — it can also cost you millions of dollars in remediation, along with lost trust and damage to your reputation. Managed Detection and Response are all part of the managed security services options we have purpose built for VESTA 9-1-1 direct customers.

The VESTA 9-1-1 solutions are designed to meet growing community needs and emerging 9-1-1 technology. Hyattsville Police Department is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Motorola Solutions, Hyattsville Police Department can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions and selecting the highest possible level of service to the visitors, citizens, and public safety professionals of their region.



## 1.8.1 Key System Capabilities and Advantages

The VESTA solution provides many significant advantages. Listed below are highlights of a few of the many unique standout capabilities of the VESTA 9-1-1 solution.

- **Operating Systems** – Microsoft Windows 10 professional (64-bit), CentOS 7.9 (MDS), CentOS 6.5 (ASN), CentOS 7.2 (CFS), Windows Server 2019 R2 and VMware Hypervisor ESxi 6.5 Update 3.
- **Database** – The VESTA Analytics MIS uses Microsoft SQL Server Analysis Services (SSAS) – A database structure has been implemented that enables more efficient reporting and scalability for adding additional capabilities in the future as required.
- **Telecommunications** – Motorola Solutions provides as a standard component, an industry-leading soft-switch packaged with Media Gateway's from AudioCodes, which provides traditional telecom interfaces to the PSTN and Legacy CAMA interfaces as well as general administrative capabilities. The ESInet Interface Module (EIM) interface also provides emerging i3 Next Generation connectivity. The system is highly configurable to support 9-1-1, emergency, non-emergency and administrative telephony needs.
- **Call Handling Functions** – The VESTA 9-1-1 solution call handling functions are very robust and include, multiple party conferencing, single button transfers, extensive dial directory, ALI displayed on the screen layout and/or IP telephone (if equipped), silent monitoring, barge-in, abandoned call management, pocket dialing call prevention, queue activity display and much more.
- **Sound Arbitration Module** – Traditional headset and handset interfaces are provided via the Sound Arbitration Module (SAM) unit. The SAM unit is comprised of the module itself, a headset/handset unit, an external speaker for system audio, and up to three jackboxes (console user, supervisor, and trainer). This provides all necessary analog interconnections for managing Call Taker/Dispatcher handsets/headsets, radio system integration and digital logging recorder outputs.

- **Call Recording** – The VESTA 9-1-1 solution provides a short term recording capability for emergency, administrative and radio calls. The system records and stores all 9-1-1 calls for IRR purposes at each workstation. All call recordings are made available for playback from the console layout screen.
- **Architecture** - The system's components (such as servers and consoles) can operate on a Wide Area Network (WAN) and can support various deployment architectures, such as multi-site centralized, dual-site distributed, single-site centralized, and multi-site distributed. The system is deployed in a redundant configuration thus providing a High Availability (HA) architecture for centralization and integration of server applications. Firewalls are used on the system to terminate VPNs and to allow remote access to the site(s). Also, SMS and EIM interfaces are supported via Firewalls. In all deployments, a ruggedized laptop (CommandPOST) can provide remote emergency call handling functions outside an emergency call center.
- **COTS Design** – Motorola Solutions is committed to utilizing off-the-shelf, yet highly configurable hardware solutions that eliminate costly implementations and excessive maintenance costs. VESTA 9-1-1 standardizes with Cisco networking switches, HP workstation computer hardware, HP HA Servers, AudioCodes Gateways and Mitel Enhanced IP telephones.
- **Implementation** – Single and/or hosted solution deployments are available. The system may be installed and serviced by Motorola Solutions. Customer agencies may also be trained to maintain the system if desired.
- **Ease of Use** – The VESTA 9-1-1 system offers the most intuitive, flexible and easy-to-use graphical interface available in the Public Safety industry today. Thus, providing significant time and cost savings in training new personnel.
- **Support** – Motorola Solutions provide quality, around-the-clock customer service with remote monitoring, patch management, anti-virus and disaster recovery options. At any time, day or night, a member of our highly skilled service team is available to assist customers with any questions or concerns.

## 1.8.2 Enhancements VESTA 9-1-1 Brings to the PSAP

Our systems refine and enhance workflow, while easing many of the issues commonly found in today's PSAPs and dispatch centers. The following address the issues core to the VESTA 9-1-1 platform:

- **Customization** – At the heart of this unified geospatial multimedia platform is a configurable desktop User Interface (UI) that gives Call Takers a richer, more intuitive user experience. The UI hosts multiple layouts and workflows to manage voice calls and integrated Text-to-9-1-1 messages.
- **Vesta911 Data Assist** - VESTA 9-1-1 Data Assist provide new data capabilities for the telecommunicator to connect with the 9-1-1 caller and individuals, providing a more informed and coordinated response. VESTA 9-1-1 Data Assist combined trusted technology of VESTA® 9-1-1 and innovative capabilities from Rave Mobile Safety, a Motorola company. The new tool will include the following: Smart911 Profiles, Outbound Test, and Facility Data
- **Cost-Effective Scalability** – The VESTA 9-1-1 solution serves PSAPs with 2 to 250 Call Takers, delivering cost-effective scalability as needs change. Its flexible, open architecture sustains single-site installations and geo-diverse, multi-site and multi-agency deployments.
- **Workflow** – PSAP supervisors quickly adapt to changing operational requirements by configuring applications, information and workflows for each Call Taker role assignment.

Between this centralized administration and the ability to partition resources and users into agencies, 9-1-1 budget owners also have leverage for investment consolidation.

- **Internet Protocol for Robust Functionality** – The VESTA 9-1-1 solution’s purpose-built Internet Protocol (IP) soft switch delivers uninterrupted SIP telephony. This includes IP voice support on i3 Emergency Services IP networks (ESInets), using Request for Assistance Interface (RFAI) protocol. It also supplies advanced telephony functions like Automatic Call Distribution (ACD) and dynamic conferencing.
- **Reliability** – High availability; no single point of failure with robust server connectivity recovery and accurate server connectivity status reporting. Optional geo-redundant host deployment. Redundant connections at remotes, plus support for dual networks at the workstation(s). Optional Local Survivability functionality that gives remote sites the ability to continue to take calls when connection to the host(s) sites is lost.
- **Long Term Investment** – Open, distributed IP architecture. Native ESInet connectivity. Standards compliant (NENA i3). Forward migration path to NG9-1-1 with this integrated, geospatial multimedia platform.

VESTA 9-1-1 is an integral part of Motorola Solutions' end-to-end Public Safety Software Enterprise driving the integration of a complete Command Center suite. From answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes. Learn more about [Motorola Solutions'](#) wide-ranging product portfolio.



### 1.8.3 VESTA 9-1-1 Call Handling Solution Description

The VESTA 9-1-1 Call Taking solution is a Next Generation 9-1-1, National Emergency Number Association (NENA), i3-based call processing system for advanced call centers seeking scalability and flexibility in their call handling, along with maximum system availability. Our state-of-the-art solution is modernizing the integration of Next Generation 9-1-1 (NG9-1-1) call handling, short message service (SMS), geographic information system (GIS) and the management information systems (MIS).

The VESTA 9-1-1 solution is built on a VoIP - IETF SIP architecture and is ready for NG9-1-1 deployment while supporting legacy E9-1-1 technologies as well. The call handling software application

manages the receipt of emergency (and administrative) calls and seamlessly distributes them to Call Takers for disposition via the best user friendly GUI interface in the public safety industry.

Built for both today and tomorrow, the VESTA 9-1-1 solution offers a cost-effective i3-based solution today that will protect municipal investments as NENA develops and launches new standards for the NG9-1-1 Public Safety Answering Points (PSAP). These standards include higher interoperability between networks, PSAP applications and the call processing platform, resulting in significant improvements in efficiency and emergency response of all agencies involved. Motorola Solutions as an industry leader, is actively involved in NENA ICE to develop and understand these standards; and to ensure our products evolve as the Next Generation paradigm takes shape.



Figure 1-6: Fully Configurable VESTA 9-1-1 Solution

## 1.8.4 Summary of Offer

The proposal includes a comprehensive NG9-1-1 Call Handling solution for one PSAP location.

The configuration proposed is based on information provided by Hyattsville Police Department during a review of system requirements. Any changes in the proposed system or equipment will require a change order, which may incur additional costs.

### Hyattsville PD PSAP – Host/Side A

- Five (5) Call Taker positions with single 24-inch LED monitors, VESTA 9-1-1 Basic Operations license  
At each position:
  - 24-key Genovation keypad
  - Sound Arbitration Unit (SAM) with Speaker Kit

- Handset and Cord
- VESTA® 9-1-1 IRR per seat license
- VESTA 9-1-1 Data Assist per seat license
- VESTA® Analytics Lite per seat license
- VESTA 9-1-1 Data Assist
- SIP Connection to (20) Concurrent Call Paths
- MIS - Call management and reporting system
  - VESTA® Analytics Lite
- Hyattsville Police Department will reuse existing NetClock or provide Motorola Solutions with a Time Synchronization device that is NTP compliant.

### Training provided

- VESTA 9-1-1 Agent
- VESTA 9-1-1 Admin
- E-Learning VESTA Analytics Lite

### Optional

- Touchscreen Monitors
- Standard IP Phones
- Spares
- Cybersecurity Services for VESTA 9-1-1
  - Managed Detection and Response
  - Endpoint Detection and Response
- CommandCentral Citizen Input and Smart Transcription
  - (20) Named Users Subscription for (5) Position(s)

### Customer Provided

- Backroom UPS/Building UPS
- ALI Modems (If applicable)
- KVM's (If applicable)
- Call Taker Headsets
- CDR/Administrative Printer
- Customer is responsible for TCC services and network charges

### System-wide

- Hyattsville Police Department-wide data collection and reporting services on all 9-1-1 transactions
- System and component level monitoring, alarming, diagnostics and reporting services
- All-inclusive software support, updates, and upgrades for the contract term
- 24/7/365 help desk, trouble ticketing and customer support services

- Installation, testing, training, maintenance and on-site support services by Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of systems for contract term

## 1.9 VESTA 9-1-1 Product Descriptions

The product description gives an overview of the features and benefits of VESTA 9-1-1. Some of these features are optional. Please refer to the Summary of Offer section listing features and functions that are included in this bid. Contact your sales professional if you have any questions.

### 1.9.1 VESTA® 9-1-1

The VESTA 9-1-1 call handling solution is a mission-critical call management and response solution that is a NENA compliant, IETF standards-based, IP-centric implementation. In essence, the VESTA 9-1-1 solution:

- Is a 9-1-1 ANI/ALI controller providing voice management and data (ALI) retrieval
- Supports all of the standard telephony interfaces to simplify integration into existing telephony networks.
- Engineered to ensure that there is essentially no single point of failure, i.e. most of the hardware is duplicated within the system to ensure redundancy.

Below is a description of the **minimum** hardware components for a VESTA 9-1-1 system being shipped are as follows:

- Servers running Media Distribution Services (MDS)
- Servers running Data Distribution Services (DDS)
- FXS (Foreign eXchange Subscriber) gateways
- FXO (Foreign eXchange Office) gateways
- Managed Ethernet switches
- Firewall security appliance with VPN capability
- VESTA 9-1-1 workstations to manage and process incoming mission critical calls
- Supported interfaces include:
  - Analog 9-1-1 CAMA (wireline and wireless) trunks used only for incoming emergency calls
  - Administrative lines – Centrex, CLID, POTS
  - Feature Group D (FGD)
  - Ring-down lines: wet (battery provided by CO) and dry (battery seen by the CO)
  - Digital interfaces: T1 and PRI
  - Automatic Location Identification (ALI) to identify caller information
  - CAD interface
  - VoIP 9-1-1 interfaces using NENA I3 or Intrado RFAI protocol

Specific features may or may not be available based on the options, call flow configurations and command assignments at the VESTA 9-1-1 workstations. Additionally, some features listed above



represent integration with other third party products that may not form part of the solution; these are denoted for reference purposes.

## 1.9.2 Servers

### Media Distribution Services (MDS)

The VESTA 9-1-1 MDS are the software-based call-processing component of the VESTA 9-1-1 solution. The software extends telephony features and functions to packet telephony network devices such as VESTA 9-1-1 workstations and IP phones.

MDS servers provide the following feature/functionality:

- Support for 9-1-1 and Admin queues
- ACD schemes (Longest idle, Ring all, Circular and Linear)
- Conferencing, transfer, and call overflow capabilities
- Administrative phone features and services
- Auto attendant features
- Voice mail

MDS servers are always implemented in pairs and operate in an Active/Standby mode.

### Data Distribution Services (DDS)

The VESTA 9-1-1 DDS provides advanced 9-1-1 call data handling and system monitoring services.

DDS servers provide the following feature/functionality:

- Retrieve and extract ALI from ALI databases, perform ALI rebids
- Interfaces to CAD (Computer Aided Dispatch) systems
- Manages the transfer of call details to remote agencies
- System activity events and logs for tracking, alarming and historical reporting
- Management of overall system resources
- A client applications software distribution mechanism for VESTA 9-1-1 workstations, VESTA™ Analytics MIS solution, and Activity View management application
- Real-time CDR (Call Detail Record) printing

DDS servers are always implemented in pairs and operate in an Active/Standby mode.

### Advanced Services Node (ASN)

The Advanced Services Nodes (ASNs) are equipped to extend the functionality of the VESTA 9-1-1 system. These are deployed virtual machines, which may be hosted on the System Hypervisor servers or on a separate pair of Hypervisor servers.

The ASNs provide the following functionality:

- Support direct-connect capability for delivery of SMS/text calls utilizing MSRP protocol.
- Provide additional tools for training purposes. This includes simulators for:

- Generating SMS/text calls
- Generating simulated voice calls
- Provide additional tools for diagnostic and configuration of the ASN.

ASNs are always implemented in pairs and operate in an Active/Active mode.

### Virtualized Servers

The MDS, DDS and other peripheral servers may be implemented as virtual machines (VM's) on one or more physical servers. This approach reduces the amount of back-room equipment, lowers power consumption and reduces thermal loading in the equipment room. VM's also provide greater flexibility for future software upgrades, since the operating system and client software are now independent of the server hardware. Virtual servers are normally equipped with:

- Six-core Xenon CPU's (minimum)
- 12 GB of RAM (minimum)
- Multiple disk drives in a minimum RAID 5 configuration
- Multiple 10/100/1000 NIC's
- Dual power supplies



Figure 1-7: Virtualized Server

### 1.9.3 Gateways

The VESTA 9-1-1 solution supports various gateways to interface to traditional (non-IP) telephone systems. Gateways convert non-VoIP circuits to standard, SIP-based VoIP.

#### Foreign Exchange Subscriber (FXS)

FXS gateways support the following interfaces:

- 2-wire CAMA 9-1-1 trunks
- "Dry" ring-down circuits
- Analog stations
- FAX machines/modems
- Web-based Graphical User Interface (GUI) for configuration

#### Foreign Exchange Office (FXO)

FXO gateways provide the following functionality and interfaces:

- Loop-start CO lines

- Ground-start CO lines (M1K FXO GS modules only)
- “Wet” ring-down circuits
- Direct Inward Dialing (DID) circuits to specific endpoints (phone sets)
- Web-based GUI for configuration

### Mediant 1000 (M1K)

Mediant 1000 gateway chassis provides six expansion slots which can be equipped with any combination of FXO, FXS and/or T1/PRI interface modules. The Mediant 1000 chassis is also equipped with redundant power supplies and dual network interfaces (NICs).

The following features and circuit types are supported on these gateways:

- Interface to 2-wire analog CAMA 9-1-1 trunks
- Interface to 2-wire loop start administrative lines
- Interface to 2-wire ground-start administrative lines (requires GS FXO module)
- Interface to either dry or wet ring-down lines
- Interface to standard T1/E1 circuits\*
- Interface to standard ISDN-PRI circuits\*
- Web-based GUI for configuration and management

\*A maximum of four digital circuits may be equipped per M1K chassis (pre R6.0) or up to six (R6.x and later, with firmware upgrade).

### Mediant 800C gateways

The AudioCodes Mediant 800C enterprise session border controller (E-SBC) and media gateway supports up to 124 voice channels in a 1U platform and provides connectivity between TDM and VoIP networks. It provides the Border Control Function (BCF) for security and cybersecurity purposes between the ESInet/NGCS and agency networks.

The Mediant 800C also connects IP-PBXs to any SIP trunking service provider, scaling to 400 concurrent sessions. It can connect any SIP to SIP environment, legacy TDM-based PBX systems to IP networks, and IP-PBXs to the PSTN.

## 1.9.4 Remote CAD Port Servers

In virtualized and/or geo-diverse hosts and/or remote PSAPs, RS232 Port Servers RS- 232-to-IP devices are deployed to extend serial CAD ports to the remote location.

These devices provide the following features:

- Four RS-232 ports per unit
- Each unit may communicate with multiple DDS servers
- Web-based GUI for configuration

For each PSAP equipped with a CAD interface, one set of the following will also be provided to allow for CAD port redundancy:

- Blackbox TL601A-R2 port arbitrator

- Blackbox TL159A-R4 8-port data sharing unit

### 1.9.5 Networking

Depending on the system configuration, either 24 or 48 port Cisco switches will be provided. These switches may be Power over Ethernet (POE) if applicable to the solution. Specific network requirements will be provided as needed. The exact switches being provided can be found in the equipment list.

### 1.9.6 Printing

The VESTA 9-1-1 system may be equipped with a variety of printers, depending upon the specific customer requirements. Printers may be either locally connected (to a workstation or server) or connected to the VESTA 9-1-1 LAN utilizing either an internal or external network interface. Printers are not provided in this proposal.

### 1.9.7 Workstations

The workstation uses a mini PC providing users with full functionality and power in a space saving design. The clean and compact design allows for flexible deployment options and is small enough to be mounted to the back of a monitor. Dual monitors are supported.



Figure 1-8: Mini 800 PC for VESTA 9-1-1 Clients

### Genovation Keypad

The versatile, 24-key programmable keypad can be labeled to fit specific agency needs. The non-volatile, programmable memory allows the keypad to connect to any USB port without installing resident software. The keypad is easy to program using the Windows compatible software provided. Assembled with high quality key switches, the keys are durable, yet light and easy to press.



## 1.9.8 VESTA 9-1-1 Call Taking Position

The VESTA 9-1-1 call taking position provides a GUI to allow Call Takers to quickly process emergency and non-emergency calls. Depending upon the specific customer requirements, VESTA 9-1-1 call taking positions may be implemented in a variety of ways:

- Using standard tower or small form factor (SFF) workstations
- With one or more widescreen monitors. Workstations support up to two monitors natively using Display Port outputs. Adapters are optionally available to support other display types (VGA, HDMI, DVI, etc.).
- With optional Integrated Instant Recall Recorder (IRR) software. IRR software can be deployed as either single-channel (telephone only) or dual-channel (telephone and radio select audio) modes.
- With one or two Network Interface Cards (NICs). When deployed with two NICs, each NIC may operate independently (connected to two different networks) or be teamed for redundancy.
- With a SAM (Sound Arbitration Module) connected to two standard 310-plug headset jack boxes, a headset/handset unit and a SAM Speaker.
- With optional Genovation 24- or 48-key programmable keypads
- With optional widescreen touch screen monitor(s)

## 1.9.9 VESTA 9-1-1 Data Assist

VESTA 9-1-1 Data Assist provide new data capabilities for the telecommunicator to connect with the 9-1-1 caller and individuals, providing a more informed and coordinated response. VESTA 9-1-1 Data Assist combined trusted technology of VESTA® 9-1-1 and innovative capabilities from Rave Mobile Safety, a Motorola company. The new tool will include the following:

### 1.9.9.1 Smart911Profiles

Residents create a profile with key information such as phone numbers, home and work addresses, family member's information, photos, medical conditions, disabilities, pet information and more. When the 9-1-1 calls is received on the VESTA 9-1-1 console, the data from the Smart911 Profile is automatically presented on the screen so that telecommunicator has additional information to assist the call and relay details to first responders. Information on this profile is only available to 9-1-1 for the duration of the call.

### 1.9.9.2 SMS Chat / Outbound Text

Telecommunication gain a fast, useful alternative to verbal communications. Outbound text can be used to initiate two-way text conversation with any mobile caller who cannot speak or where text is a safer approach; to require a caller's location when an individual calls to offer information on an incident; for manual text backs for abandoned calls. Plus outbound texts can contain links to non-emergency channels, i.e exchanging insurance information for non-medical vehicle accidents.

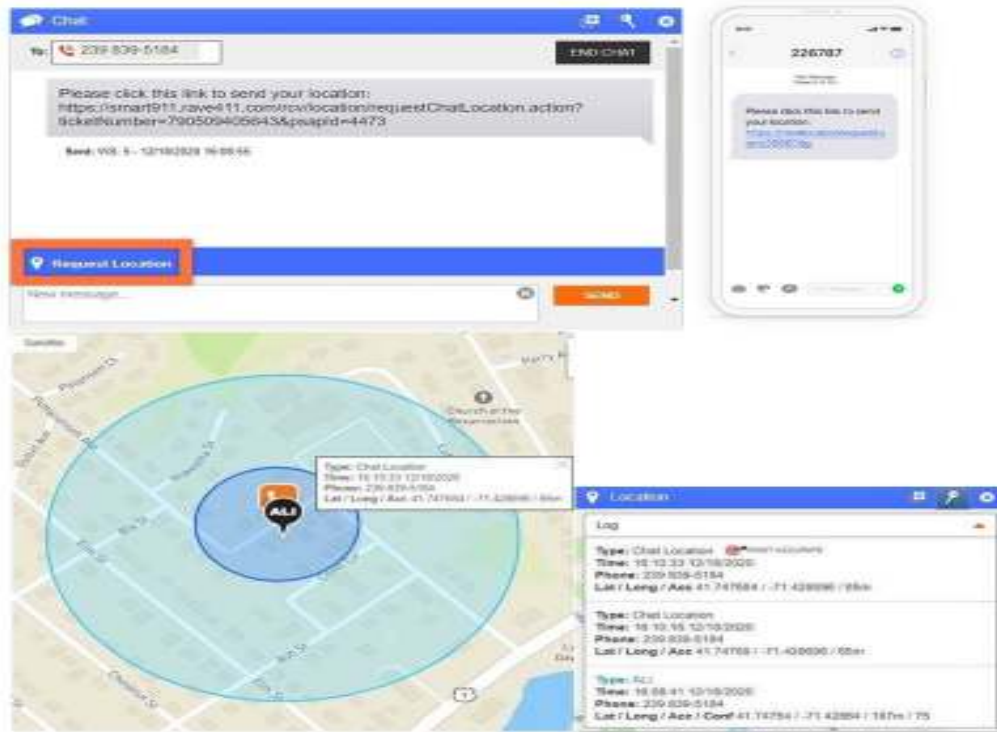


Figure 1-9: SMS Chat / Outbound Text Example

### 1.9.9.3 Facilities Data

Geo-reference floor plans appear directly on a map for visibility into the details of a building’s layout. A higher degree of site situational awareness provides first responders with more context for how floor plans align with the larger map, nearby roads or parking lots, and provide greater guidance for first responder safety on scene.



Figure 1-10: Facilities Data Example

## 1.9.10 Data Management

### 1.9.10.1 VESTA Analytics Lite

The VESTA® Analytics Lite edition is a cost-effective management information system (MIS) solution that is designed for small sites that require basic reporting. VESTA Analytics Lite includes the ability to search for a call, export a call details record (CDR), and run a small number of reports. VESTA Analytics Lite improves the ability to report near real-time information quickly for sites that have ten or fewer call-taking positions and that handle fewer than 100,000 calls each year. VESTA Analytics provides a number of new capabilities not previously existing in 9-1-1 reporting solutions that play an important role in improving efficiencies in staffing, operations, and information management.

The VESTA Analytics Lite solution offers the basic reports package – no ad-hoc or user defined reports are possible. The VESTA Analytics Lite solution is always implemented as a virtualized machine (VM) on one of the System Hypervisor servers.

VESTA Analytics Lite provides the following features:

- Call display — VESTA Analytics Lite’s Call List pane on the Home page displays call data that VESTA Analytics Lite captures from integrated systems on a near real-time basis. A simple calling party number (CPN) or date/time search can be applied to quickly find calls. Archived data can be viewed also if the archive is re-attached to SQL Server.
- Pre-defined reports — VESTA Analytics Lite provides one-click access to 9 predefined reports.
- SMS support — VESTA Analytics supports capturing and reporting on SMS sessions as a separate call type. SMS is not supported in a Federal Markets environment.
- Browser-based application — Because VESTA Analytics Lite is not installed on remote workstations, possible disruptions to call takers is eliminated. It is a server-based application that is accessed from a browser on local or remote computers.
- Automatic data purging — VESTA Analytics Lite automatically removes data after 15 months to reduce the size of the database. This ensures that sites always have access to a 15-month sliding window for running historical reports, comparing trends, and maintaining performance. The VESTA Analytics Lite data retention limits enforced through user notification and automatic purging also provide the ability for the administrator to archive older event data.
- Centralized management of VESTA Analytics Lite security — Groups, users, and permissions are automatically created when VESTA Analytics Lite is installed.

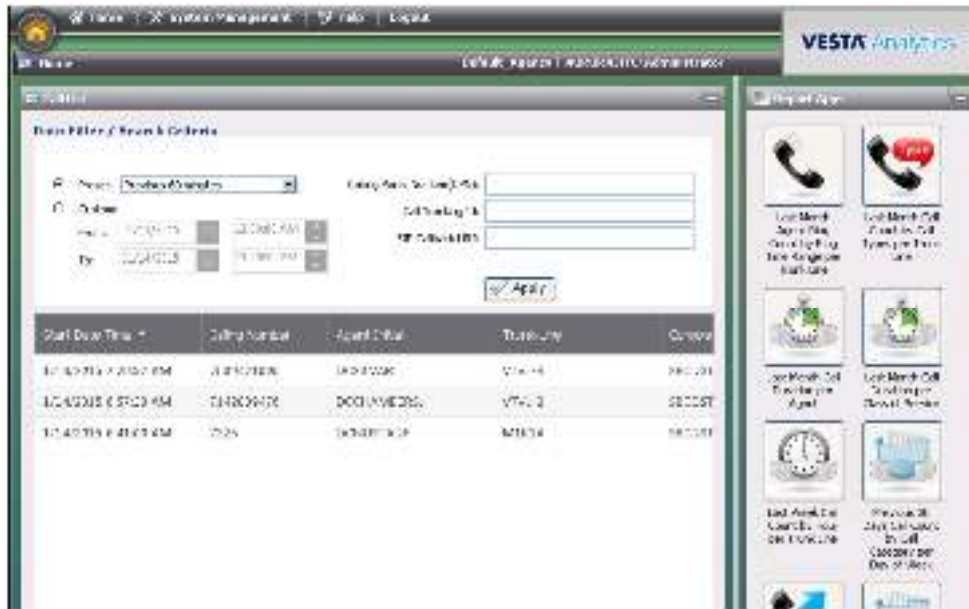


Figure 1-11: VESTA Analytics Lite Home Page

### 1.9.10.2 Call Detail Report (CDR) Interface

Depending upon the desired functionality in a VESTA 9-1-1 system, the optional Call Details Report Interface (CDR) port(s) may be implemented. CDR ports provide the following types of information to external devices:

- Call Detail Record. Shows a detailed listing of every action that has occurred (either automatically or by the call-taker) in the handling of the call.
- Optionally may include the ALI (Automatic Location Information) of the caller. This will typically be the last ALI received on the call.
- Optionally may include any TDD/TTY conversations that occurred as part of the call.
- Optionally may include call-taker log in/out and ready/not ready status changes.
- One or more ports may be implemented. To provide CDR port redundancy, one port must be equipped on each DDS server. Ports are typically run through a BlackBox TL158A-R2 unit, which serves as a data arbitrator if the receiving service cannot perform its own arbitration.

## 1.10 VESTA 9-1-1 CommandCentral Cloud-Based Services

### 1.10.1 Citizen Input

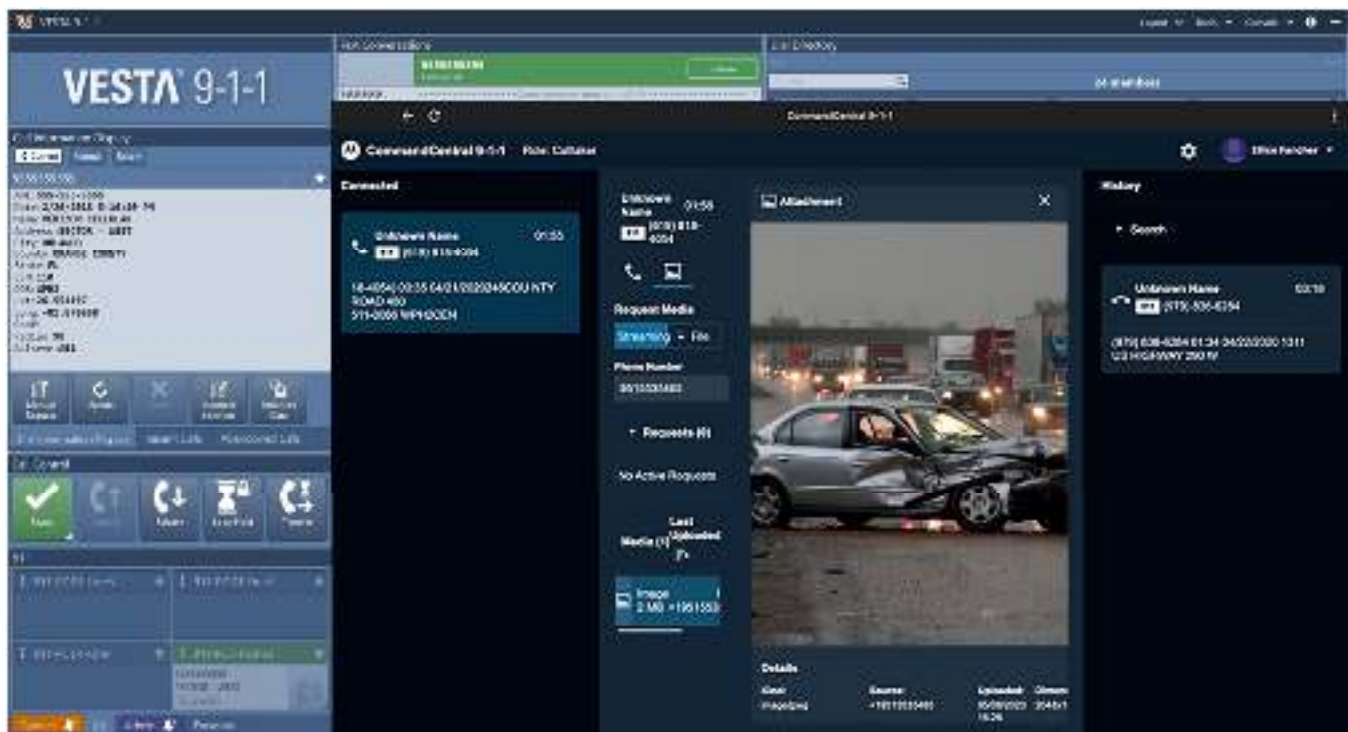
Offering PSAPs experience with cloud-based services in a flexible yet controlled environment, Citizen Input can be deployed with current CPE platforms extending capabilities with no impact to call handling functionality. Citizen Input allows a citizen to send video, photographs and data to the PSAP enhancing operations and improving call handling efficiency.



Citizen Input requires VESTA 9-1-1, Release 7.2 and above and a FortiGate 60E Firewall for each PSAP using the service.

Citizen Input provides the following features:

- Allows citizens to send video, photographs and data to the PSAP
- No app download required on citizen's device
- Provides a controlled, permission-based approach to managing visual content
- Stores visuals as part of the call detail history
- Content is approved by the PSAP before it can be submitted and viewed
- Once authorized, an SMS containing a URL is sent to the citizen's phone that placed the 9-1-1 call. The citizen uses the URL to send the video or photo to the PSAP
- Viewing can be stopped at any time and all content is captured as permanent records; storage and strong evidence protection protocols are enforced
- Visual content is linked to VESTA 9-1-1 call records for audit purposes and ease of tracking



We know PSAPs are uncomfortable about allowing video and photographs into the PSAPs and we are addressing this concern with a controlled, permissions-based approach where visuals are not accepted unless the PSAP authorizes submission. All digital evidence collected from callers using Citizen Input is stored and tracked in a CommandCentral storage tool. Storage is included with a subscription to Citizen Input.

Unlimited access to user training videos and Quick Reference Cards (QRC) are included in the Citizen Input subscription service. The comprehensive videos are sufficient to educate each user and have them ready to begin using Citizen Input in a short amount of time.

## 1.10.2 Smart Transcription

CommandCentral Smart Transcription is a cloud-based service that takes the 9-1-1 call audio and transcribes it real-time into a searchable transcript, making it available for live call monitoring to increase situational awareness across an entire agency. It preserves the transcript in long-term, secure storage for post-call analysis.

Smart Transcription is offered as a subscription service and works on VESTA 9-1-1, Release 7.2 and above.

Smart Transcription provides the following features:

- Integrated real-time audio transcription from VESTA 9-1-1
- Real-time and post-call transcription
- Keywords and full text search capability
- Quick search and review historical transcripts
- Agent, console and call metadata provided
- No app download required on citizen device
- Security processes built into the service to reduce the risk of cyberattacks
- Ability for supervisors to monitor transcripts
- Transcripts stored, along with metadata, for investigations, case summaries or locating conversation patterns over time
- Short learning curve for call takers since there are no changes on how they answer voice and text calls today on their VESTA 9-1-1 system
- No impact to VESTA 9-1-1 call handling functionality



## 1.11 VESTA 9-1-1 Cybersecurity Services

Effective cybersecurity monitoring and response relies on a combination of advanced security platforms that can ingest and process large volumes of alerts, and experienced analysts to effectively identify and investigate threats.

Motorola Managed Detection and Response (MDR) services for VESTA® 9-1-1 provides 24/7 monitoring and the expert personnel needed for an effective threat detection solution. As a core feature of this service, our ActiveEye<sup>SM</sup> (Managed Security Platform) continuously collects events from components throughout the VESTA® 9-1-1 system. ActiveEye<sup>SM</sup> applies advanced filtering techniques to remove false positives so that cybersecurity analysts in the Motorola Network and Security Operations Center (NSOC) can review and determine the scope and priority of the remaining alerts to investigate

### Managed Detection and Response

Our MDR services ensure you get optimal benefit from next-gen Endpoint Detection and Response (EDR) solutions to eliminate blind spots. Our NSOC will continuously monitor all endpoint activity within your VESTA® 9-1-1 system and analyze the data in real time to automatically identify and respond to threat activity.

#### 1.11.1 Managed Detection and Response

##### 1.11.1.1 ActiveEye<sup>SM</sup> Security Management Platform

The ActiveEye<sup>SM</sup> platform centralizes security operations and monitoring by collecting events from system elements using remote sensors. ActiveEye<sup>SM</sup> will store and analyze this data, and supply it to both Motorola’s NSOC and the customer



Figure 1-12: ActiveEye<sup>SM</sup> Interface

ActiveEye<sup>SM</sup> analytics speed response by focusing attention on the most critical cybersecurity events it detects in the VESTA® 9-1-1 system. By continuously monitoring endpoint activity and network traffic, ActiveEye<sup>SM</sup> learns the normal patterns of system activity. This enables ActiveEye<sup>SM</sup> to spot anomalies that may indicate a system breach or a threat, such as malware or ransomware.

ActiveEye<sup>SM</sup> relies on two main sources of information and alerts to support network threat detection logs and an included Intrusion Detection System (IDS).

### 1.11.1.2 Endpoint Detection and Response (EDR)

Our Managed Detection and Response (MDR) services ensure customers get optimal benefit from next-gen EDR solutions to eliminate blind spots. Our NSOC continuously monitors endpoint activity within the customer's VESTA® 9-1-1 system and analyzes the data in real time to automatically identify threats and alert customers to them. The EDR technology within ActiveEye<sup>SM</sup> enables our security team to provide immediate remediation within the platform for many threats, such as malware and ransomware, to contain them quickly. If the customer prefers, they can initiate a response on their own

### 1.11.1.3 Service Dependencies

It is mandatory that all VESTA Managed Detection and Response customers also subscribe to the Application Monitoring and Response service for VESTA 9-1-1. In the absence of an active Application Monitoring and Response service for VESTA 9-1-1, the VESTA Managed Detection and Response service cannot be delivered.

## 1.11.2 Network and Security Operations Center

Motorola Solutions' Network and Security Operations Center (NSOC) using specialized monitoring elements. The NSOC's expert cybersecurity analysts monitor for alerts 24x7x365. If an event that may represent a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

**Section 2**

# Statement of Work for Dispatch Site Equipment

Motorola is proposing to the City of Hyattsville, MD the installation and configuration of the equipment described in the System Description.

## 2.1 Responsibility Matrix

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	<b>X</b>	<b>X</b>
Assign a Project Manager as a single point of contact.	<b>X</b>	<b>X</b>
Assign resources.	<b>X</b>	<b>X</b>
Schedule project kickoff meeting.	<b>X</b>	<b>X</b>
<b>Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.</b>		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	<b>X</b>	<b>X</b>
Set up the project in the Motorola Solutions information system.	<b>X</b>	
Record and distribute project status meeting minutes.	<b>X</b>	
Maintain responsibility for third-party services contracted by Motorola Solutions.	<b>X</b>	
Complete assigned project tasks according to the project schedule.	<b>X</b>	<b>X</b>
Submit project milestone completion documents.	<b>X</b>	
Upon completion of tasks, approve project milestone completion documents.		<b>X</b>
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	<b>X</b>	

Tasks	Motorola Solutions	Customer
<b>Deliverable: Completed and approved project milestones throughout the project.</b>		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
<b>Deliverable: Completed project kickoff and scheduled Design Review.</b>		
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment. Rack diagrams, UPS, and console furniture dimensions have been provided.		X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Motorola Solutions will work with the Customer to insure all information is provided and accurate, however Customer liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Provide Nokia MPLS Router to offer path/media diversity into Prince George's County Public safety Communications Network. If Hyattsville cannot provide an alternate fiber path, MPLS will not be required.	X	

Tasks	Motorola Solutions	Customer
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
<b>Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.</b>		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to site identified in the project design documentation.		X
Maintain access roads/parking lot in order to provide clear and stable entry to site for heavy-duty construction vehicles and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing including site lease/ownership, zoning, regulatory approvals, easements, power, and telco connections for new location.		X
Obtain permits for installation of microwave, antennas, equipment room UPS.	X	
<b>Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.</b>		
<b>Site Planning</b>		
Provide necessary building, equipment shelter, and towers for installation of system equipment, including 90ft monopole at new dispatch location.		X
Ensure that required rack space is available for installation of the new equipment.		X
Ensure that required space is available on the towers or antenna mounting structures.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Ground equipment in this proposal.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide backup power, as required.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Provide power to the top of each proposed rack.		X
Provide appropriately sized breakers in the AC panel at sites to support the needs of the proposed system.		X

Tasks	Motorola Solutions	Customer
Provide as-built structural and foundation drawings of the monopole structure and site location, along with geotechnical reports, in order to facilitate a structural analysis.		X
Provide as-built structural and foundation drawings of the Hospital site structure and site location, along with geotechnical reports, in order to facilitate a structural analysis.	X	
Provide structural analysis of monopole tower, rooftop, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Provide structural analysis of Hospital site to confirm that they are capable of supporting proposed and future antenna loads.	X	
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads. If modification of the Hospital site is required, Customer will work with the County.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Conduct an audit to ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements	X	
Correct any issues that arises from MSI R56 audit and ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.	X	
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines for new antennas proposed in this document. MSI is not responsible for existing antennas.	X	
Provide site construction drawings showing the layout of existing layout and equipment.		X
After installation provide drawings showing the layout of new proposed equipment.	X	
Obtain site licensing including site lease/ownership, zoning, regulatory approvals, easements, power, and telco connections for new location.		X
Obtain permits for installation of microwave, antennas, equipment room UPS.	X	
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
<b>Deliverable: Information and permitting requirements completed at each site.</b>		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X



Tasks	Motorola Solutions	Customer
Ensure the resolution of environmental and hazardous material issues at the site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Correct any R56 deficiencies.		X
<b>Deliverable: Sites meet physical requirements for equipment installation.</b>		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
<b>Deliverable: Equipment procured and ready for shipment.</b>		
<b>Equipment Shipment and Storage</b>		
Provide a secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	X
<b>Deliverable: Solution equipment received and ready for installation</b>		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	

Tasks	Motorola Solutions	Customer
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system within 15 feet.	X	
Label Motorola-supplied equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
<b>Deliverable: Equipment installed.</b>		
<b>Antenna and Transmission Line Installation</b>		
Install antennas, including supplying and installing new side arm mounts. Unless otherwise notes, standard antenna mounts are included.	X	
Install transmission lines required for the system.	X	
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).		X
Install microwave waveguide and lines, as applicable.	X	
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at the bottom of each antenna support structure.		X
<b>Deliverable: Antenna and Transmission Line installed.</b>		
<b>Console Installation and Configuration</b>		
Provide and install console furniture and make room for new console installation.	X	
Identify outlets for the console equipment, within six (6) feet of the equipment.		X

Tasks	Motorola Solutions	Customer
Connect console to circuit demarcation points.	X	
Install CommandCentral Hub and all associated console equipment at each position.	X	
Install peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
<b>Deliverable: Console equipment installation completed.</b>		
<b>Control Station Installation and Configuration</b>		
Provide the locations of control stations and desk sets at each site.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Provide cable management support system.		X
Provide and install standard antenna mounts.	X	
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Provide existing control station codeplugs or provide a list of channels (and associated parameters) to program the proposed control stations.		X
Perform control station programming.	X	
<b>Deliverable: Control station equipment installation completed.</b>		
<b>MICROWAVE EQUIPMENT</b>		
<b>Engineering</b>		
Perform Transmission and System Engineering.	X	
Furnish building and plot plan drawings and directions to the sites for the monopole tower, if available prior to the commencement of Path survey.		X
Furnish building and plot plan drawings and directions to the sites for the Hospital site, if available prior to the commencement of Path survey.	X	
Furnish floor plans and office drawings of existing sites, showing new equipment locations, term block & fuse panel assignments, etc.		X

Tasks	Motorola Solutions	Customer
Perform Path Survey.	X	
Perform Frequency Coordination and file PCN.	X	
Prepare Frequency Coordination Applications.	X	
Furnish one complete set of installation specifications and measurements for the proposed equipment ATP.	X	
<b>Transportation and Storage</b>		
Provide transportation for equipment and materials from MNI factory to the final destination. - Freight charges per terms of Purchase Order.	X	
Deliver all proposed equipment to the site locations from the local Customer warehouse and inventory for discrepancies.	X	
<b>Site Preparation</b>		
Furnish all site improvements (fences, roads, grading, tree removal, etc.). Access roads to all work areas of each site shall be suitable and accessible to concrete trucks, truck-trailers, and all other construction equipment.		X
Provide suitable openings, channels, or ducts for cables and conductors for routing from floor-to-floor and from room-to-room.		X
Provide and install ground bar at each site.		X
<b>Towers</b>		
Furnish and install all towers.		X
Determine structural capabilities of monopole and/or antenna mounting structures and perform all structural modifications required to support, mount and adapt the proposed antennas.		X
Work with Prince George's County if modifications are required for Hospital Site to support, mount and adapt the proposed antennas.		X
Furnish and install antenna pipe mount(s).	X	
Furnish and install waveguide bridge and waveguide messenger	X	
<b>Antenna and Transmission Line</b>		
Install all antenna and transmission line including coax at radio end, terminated at ODU port.	X	
Install Wall Feed-Thru's for coax/wave guide transmission line.		X
<b>Power and Grounding</b>		
Provide AC power and breakers as required.		X
Provide ready access (within 50 feet (15 meters) of proposed equipment locations) to a low resistance ground at each location.		X

Tasks	Motorola Solutions	Customer
Furnish and install adequate AC receptacle within 6 feet (2 meters) of the battery charger rack.		X
Install batteries and chargers as per quote.	X	
Furnish and install DC Power and Ground wiring to MNI provided racks per specifications.	X	
Label DC breakers / fuses and newly installed wiring.	X	
<b>Radio Equipment</b>		
Install cable and test all radio and auxiliary equipment proposed.	X	
<b>Testing</b>		
Provide complete set of Test Equipment consisting of; Digital Multi-Meter, BER Test Set (capable of the required data rates used in the system),VT-100 terminal.	X	
Coordinate system test and alignment with the Customer. Such testing will only include acceptability of MNI installed equipment.	X	
Optimize and test system to MNI Acceptance Test Procedure (ATP).	X	
Record test data for inclusion in the "as built" Documentation.	X	
Prepare, submit and file, if applicable, all necessary environmental impact data.	X	
<b>Documentation</b>		
Furnish one complete set of MNI Operation and Maintenance manuals with drawings for each rack.	X	
Provide one complete set of vendor provided Operation and Maintenance literature with drawings for each location.	X	
Sign a project completion notice upon completion of the activities detailed in this Scope of Work. The project completion notice may apply to the project on a per hop or per system basis, as mutually agreed upon by MNI and the Customer.	X	
Prepare and submit a complete documentation package of equipment as installed and accepted (As Builts), to the customer three (3) weeks after system acceptance.	X	
<b>Deliverable: Microwave equipment installation completed.</b>		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	

Tasks	Motorola Solutions	Customer
<b>Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.</b>		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Reconfigure and reoptimize 3rd party equipment that is not part of the Motorola Solutions scope of work.		X
<b>Deliverable: Completion of System Optimization.</b>		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
<b>Deliverable: Completion of functional testing and approval by Customer.</b>		
<b>Cutover</b>		
Finalize Cutover Plan.	X	X

Tasks	Motorola Solutions	Customer
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on the system.		X
Ensure consoles and desksets are operating on the system.	X	
Resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list items.		X
<b>Deliverable: Migration to new system completed, and punch list items resolved.</b>		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
<b>Deliverable: Service information delivered and approved by Customer</b>		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> <li>▪ Site Floor Plans.</li> <li>▪ Site Equipment Rack Configurations.</li> <li>▪ Functional Acceptance Test Plan Test Sheets and Results.</li> <li>▪ Equipment Inventory List.</li> <li>▪ Console Programming Template (where applicable).</li> <li>▪ Drawings will be delivered in Adobe PDF format.</li> </ul>	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
<b>Deliverable: All required documents are provided and approved. Final Project Acceptance.</b>		

## 2.2 Additional City of Hyattsville Responsibility

- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.
- Provide space, HVAC, building UPS and generator backup power, AC electrical outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- Provide the grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of five (5) ohms or less, to be used on all fixed equipment supplied under this proposal. Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- Provide the primary ground bars at the building's interior and exterior cable entrance and equipment room cable entrance. All ground bars will be bonded to the main building ground point.
- To include, provide additional ground wire from main ground in MDF to primary ground bar at the building entrance next to monopole and provide ground wire from dispatch position to a ground bar to main ground bar in the MDF.
- Provide the cable entry panel for the cables to access the building from the monopole tower.
- Provide cable bridge and cable management/cable support systems throughout the building.
- Provide cable access to the vault to accommodate all required cables.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Supply and install (2) cable entry panel with 12 ports. Assumes on exterior and interior.
- Supply and install (1) copper ground buss bar(s) at proposed entry port.
- Fiber connectivity between the building and an existing Prince George's County Public Safety MPLS site. This can be either dark fiber or a L2 service provided by the County iNET/cNET.

## 2.3 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola will need to seek alternate solutions in the case of invalid assumptions.

- Customer acknowledges the location of the monopole does not meet Motorola Solutions safety requirements. Motorola Solutions has no responsibility for any hazards that may occur.
- The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting.



- Logging recorder installation and configuration is not part of this proposal.
- Existing electrical service to these rooms/shelters has sufficient capacity to support the loading of the new equipment proposed pending a formal load study to be conducted post-contract award.
- Where existing generators are proposed to be reutilized they have sufficient capacity to handle the electric load of the new equipment proposed to be installed by MSI.
- Where existing HVAC systems are proposed to be reutilized they have sufficient capacity to support the heat loading of the new equipment proposed by MSI.
- The existing room/shelter floors have sufficient structural capacity to support the weight loading of the new equipment proposed by Motorola. Structural improvements to floors or to any structures are excluded.
- A Performance Bond is not required.
- Union Labor is not included.
- Existing site and equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna and microwave network requirements of the system described.
- Any tower upgrade requirements are the responsibility of the Customer.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- Interfacing to 3rd party equipment or applications is not a part of this proposal.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. This may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Customer's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

### 2.3.1 Microwave Assumptions

- Quote assumes all towers have climbing facilities and waveguide ladders with open slots.
- Quote assumes all towers have tie back facilities.
- Any cranes or lifts required will be billed as a change.
- Any re-routing or moving of existing equipment will be billed as a change, beyond identified (1) one existing dish at the Prince George's Hospital site.
- Any required painting or welding will be provided and completed by others.
- Assumes there are existing entry ports and grounding system.

- Assumes all structures passed structural analysis for new antennas.
- Rack locations to be provided by the end customer.
- If remobilization is required due to fault of the customer, additional charges will apply.
- Quoted prices are based on a ten (10) hour work day seven days per week.

## 2.4 Site Development New Dispatch Site Equipment

The statement of work is based on information received during March 29, 2024 meeting with customer, Whiting Turner, Eco Energy, JMT and consultant.

Proposing to install two LMT omni antennas on the customer supplied monopole and the transmissions lines from the antenna to the equipment room utilizing the customer supplied cable management.

### Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.(Customer responsibility)
- Zoning Services – Not Included (Customer responsibility)
- Tower to be used for antennas – 90ft Monopole Tower

### 2.4.1 Motorola Responsibilities

#### Site Engineering

- Prepare site construction drawings, limited to two (2) revisions, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, sketch of the site to communicate to the property owner the proposed lease space, and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform Limited NEPA compliance/FCC checklist for towers constructed prior to March 16, 2001 or towers with previously filed FCC checklists.

#### Site Permitting

- Prepare, submit and track application for local permit fees (building), prepare FAA filings and procure information necessary for filing.
- Obtain the construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work

#### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Site Ground Test

- Conduct one (1) clamp on ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Hyattsville, MD.

## Antenna and Transmission Line Installation

- Install two (2) Omni antenna(s) for the RF system.
- Supply and install four collar mounts for proposed LMR and microwave antennas
- Supply and install two (2) 3' standoff brackets for collar mounts Site Pro1 MMO2 or equivalent
- Supply and install up to 200 linear feet of 1/2-inch transmission line from the antenna to the building entrance. (*Cable bridge and entry port panel supplied by customer*)
- Perform sweep tests on transmission lines.
- Supply and install two (2) ground buss bar(s) at the base of the antennas for grounding RF cables before they make vertical transition.

## Miscellaneous Work

- Installation and routing of transmission lines through the interior conduit, exterior trough/ cable management up to 400ft. (*Conduit, Cable trough/management supplied by customer*)
- Provide man lift for installation of mounts, antennas to monopole tower
- Provide labor and tools to create opening for new entry ports

## 2.4.2 Customer Responsibilities

- If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Provide space, HVAC, building backup power (UPS, generator), AC electrical outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.

- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Provide the grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of five (5) ohms or less, to be used on all fixed equipment supplied under this proposal. Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- Provide the primary ground bars at the building's interior and exterior cable entrance and equipment room cable entrance. All ground bars will bonded to the main building ground point.
- Provide the cable entry panel for the cables to access the building from the monopole tower.

## 2.5 Site Development UPS Installation

City of Hyattsville new Police Department Dispatch Center. Per customer request, Motorola Solutions is providing to supply and install two (2) 40 kVA Liebert EXM UPS Systems with 22 minutes of runtime. *This statement of work is preliminary until formal site visit and design is performed.*

### Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Permitting – Included.
- Zoning Services – Not included.

### 2.5.1 Motorola Responsibilities

#### Site Engineering

- Prepare site electrical one line drawings, showing the layout of new UPS components and electrical circuits.
- Conduct site walks to collect pertinent information from the sites (e.g., location of power, existing facilities, etc.).
- Prepare a lease exhibit, sketch of the site to communicate to the property owner the proposed space, and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Floor loading structural analysis.
- Electrical UPS load study.

#### Site Permitting

- Preparation, submission and tracking of application for local permit fees electrical and procurement of information necessary for filing.

- Obtain the permits such as electrical permits, and coordinate any inspections with local authorities that may be needed to complete site development work.

### Site Mobilization

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

### Site Ground Test

- Conduct a clamp on ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of City of Hyattsville.

### UPS Installation Work

- Coordinate the installation of two (2) independent electrical subfeeds with two (2) disconnects into the designated equipment room.
- Supply and install two (2) 200-amp breaker panel with capacity for 30 circuit's, one for each new proposed UPS. The location for the breaker panel is within 35 feet of it associated UPS
- Install two (2) independent new three-phase UPS equipment (40kW-208 volt) with external battery cabinet and maintenance bypass switch cabinet and wire output to UPS distribution panel. *(The location for the two UPS' has not been identified and is required during the site design visit)*

## 2.5.2 Customer Responsibilities

- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Provide space, HVAC, building backup power (generator), outlets, main building ground point, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.

- Upgrade the existing grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of five (5) ohms or less, to be used on all fixed equipment supplied under this proposal. Supply a grounding tie point within twenty (20) feet of the-Motorola-supplied equipment.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, and HVAC.
- Supply two (2) dedicated 208 Volt 175 Amp three phase circuits at for each UPS and terminated to a service disconnect within ten (10) feet of the new proposed UPS Maintenance Bypass Switch.
- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.
- Provide all required electrical outlets within the building that is associated with the UPS systems (As the communications equipment room, dispatch center, offices, etc.)

## 2.6 Site Architectural and Engineering at Hospital Tower Site

Motorola Solutions is proposing to provide Architectural and Engineering Services for the installation of the microwave system. Removal of a microwave dish at the Hospital site to make room for the new microwave dish is also included.

### Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Included.
- Permitting – Included.
- Existing tower to be used for antennas – Self supported Tower.

### 2.6.1 Motorola Responsibilities

#### Site Zoning and Permitting

- Prepare initial zoning analysis of municipal and zoning districts within each search ring, along with an overview of the zoning and permitting process accompanying timeframes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.
- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work

#### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.

- Conduct site walks to collect pertinent information from the sites (e.g., location of power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of City of Hyattsville. NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Perform a TIA/EIA 222 Rev-H antenna mount analysis on one (1) microwave antenna.

## 2.6.2 Customer Responsibilities

- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708
- As required, provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.

- Secure power connection to the site, associated permitting and installation of a meter, and disconnect within 50 feet of the proposed equipment room location.
- Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Provide backup power (UPS / Generator) for the new equipment, and UPS sub-distribution panel(s) with breakers wired to dedicated outlets above the proposed equipment locations.
- Upgrade the existing grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of ten (10) ohms or less, to be used on all fixed equipment supplied under this proposal. Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.
- Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth.
- Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.
- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.
- Secure power connection to the room, associated permitting, and installation of a meter and disconnect within 50 feet of the proposed shelter location.

## 2.7 General Site Development Assumptions / Clarifications

The following is a list of the assumptions made by Motorola Solutions in developing our proposed site development scope of work and pricing.

- All clarifications and exceptions contained in this Section (General Site Development Assumptions) take precedence over any other section of this Contract.
- Pricing is based on prevailing wages. No mandatory union workers or mandatory minority workers are required for the work proposed.



- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 4:30 p.m.).
  - All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
  - Site will have adequate electrical service for the new proposed UPS' Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- All work noted as being the responsibility of Motorola is to be completed utilizing Motorola preferred contractors.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- Upgrades/structural improvements to existing antenna support structures (towers, roof-tops, etc.) and their foundations necessary to accommodate the new antennas proposed are excluded.
- Anticipation of 30 days for obtaining approved building permits from time of submission.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- A waiver to zoning requirements like setbacks, etc. can be obtained.
- No access road or staging area improvements are required for the heavy construction equipment which could include concrete trucks, drill rigs, semi tractors and trailers, and crane.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The existing utility service and backup power facilities (generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The two (2) 208 Volt 175 Amp three phase circuits are terminated at a service disconnect within 10 feet of the proposed UPS Maintenance Bypass Switch.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- The UPS installation supports up to the two (2) UPS breaker panels.

- The existing ground system and soil resistivity at the proposed sites is sufficient to achieve resistance of 10 ohms or less for Standard Duty Type B sites and 5 ohms or less for Extra Duty sites Type B2. Soil enhancements, grounding system design enhancements or upgrades to existing site grounding systems that might be required to achieve the 10 Ohms resistivity are excluded. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).
- AM detuning or electromagnetic emission studies will not be required.
- Installations or up-grades of existing site electrical systems in order to comply with NFPA 70, Article 708 are excluded.
- Customer review and approval of site design drawings will occur within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal. Motorola Solutions has included up to two (2) revisions of drawings additional revisions will be handled in accordance with the formal change order process.
- Where Motorola is proposing to install new equipment in existing rooms/shelters and new antennas on existing towers. Or where existing equipment has been proposed to be reutilized. It has been assumed unless noted otherwise in the statement of work provided that:
  - Existing electrical service to these rooms/shelters has sufficient capacity to support the loading of the new equipment proposed pending a formal load study to be conducted post-contract award.
  - Where existing generators are proposed to be reutilized they have sufficient capacity to handle the electric load of the new equipment proposed to be installed by MSI.
  - Where existing HVAC systems are proposed to be reutilized they have sufficient capacity to support the heat loading of the new equipment proposed by MSI.
  - Where existing UPS systems are proposed to be reutilized they have sufficient capacity to support the electrical loading of the new equipment proposed.
  - The existing room/shelter floors have sufficient structural capacity to support the weight loading of the new equipment proposed by Motorola. Structural improvements to floors or to any structures are excluded.
  - The proposed/existing antenna support structures (i.e. towers, roof-tops, monopoles, etc.) are structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The towers or supporting structures meet all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
  - Lead paint testing of existing painted towers has not been included.
  - Unless noted otherwise in the site specific statements of work provided, there is existing cable management infrastructure (i.e. cable ladder, cable ports, cable trough, etc.) available at the proposed sites to support the new equipment cabling proposed.
  - Proposed antenna heights on existing towers will be available at the time of installation.
  - Pricing has been based on National codes such as IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.

## 2.7.1 Motorola Solutions Clarification

Motorola Solutions' proposal is conditioned upon the ability of Motorola Solutions to complete the project at the prices set forth herein. If there is a delay in the project caused by the Customer that results in a cost increase in material, equipment, or energy, the Customer will work with Motorola to execute a change order to capture any additional changes to the project. The change order will be mutually agreed upon by both parties.

## 2.7.2 Criteria

Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola approved changes) and approved by Hyattsville MD.

### Section 3

# Statement of Work for VESTA 9-1-1

## 3.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Hyattsville Police Department (Customer). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. Customer acknowledges that such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and the Customer pursuant to the change provisions of the Agreement.

Motorola work will be performed (remote or on-site) in accordance with the purchased services in this agreement. For all other engagements not listed as purchased services, work will be performed remotely, unless otherwise specified. Customer will provide Motorola resources with unrestricted direct network access and adheres to the parameters provided in IP Networking Guide and Bandwidth Calculator, which will be introduced and discussed during Kickoff, to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

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

## 3.2 Award, Administration, and Project Initiation

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

Following the conclusion of the Project Planning Session, Motorola’s Project Manager (PM) will conduct regular status meetings with the Customer’s PM for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Kickoff, the Motorola PM will prepare and submit monthly status reports to the Customer PM. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

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

## 3.3 Project Terms

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

**Project Schedule** means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and the Customer.

**Project Management Plan** is composed of the Communications Management Plan and Change Management Plan and provides the criteria for managing those tasks within the project.

**Lockdown** is a period of time in which there are no configuration or system changes allowed. Motorola will define this period in the Project Schedule.

## 3.4 Completion Criteria

Motorola Implementation Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Motorola Deliverables; further details provided in the Project Schedule delivered during implementation. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay; Motorola is not responsible for any project delays due to incomplete Customer tasks.

The Service Completion will be acknowledged in accordance with the terms and conditions of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms and conditions of the Agreement unless otherwise stated in this Statement of Work.

### 3.4.1 Subscription Service Period

If the contracted system includes a subscription-based solution; the subscription service period will begin upon Customer's receipt of credentials required for access unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

## 3.5 Project Roles and Responsibilities Overview

### 3.5.1 Motorola Project Roles and Responsibilities

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

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

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the PM.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations and is reliant upon collaboration and a working partnership with our customers to enable success. Motorola will provide the expert knowledge around our solutions and industry best practices enabling our resources to guide Customer actions throughout the delivery process. Our guidance coupled with your knowledge of your business, processes, resources and operating environment make a successful partnership.

### **Motorola's Project Manager**

A Motorola Project Manager (PM) will be assigned as the principal point of contact for the project. The PM's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate with Customer resource scheduling to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

### **Field Engineer**

The Motorola Field Engineer (FE) will work with the project team and is responsible for the configuration of the ECH system software, networking based on agreed design, and validation of the hardware operational readiness state. The Field Engineer's responsibilities include the following:

- Installation, configuration, validation, site cut, and post-cut support.
- Confirmation that the delivered technical elements meet contracted requirements.
- Delivery of interfaces and integrations to agreed upon demarcation points based on system design.

### **Cloud Network Provisioning Services Team**

The Motorola Cloud Network Provisioning Services (CNPS) team will assist the FE and SA in network and cloud enablement and provisioning responsibilities, including:

- Motorola supplied router, firewall, and network configurations.

## Application Specialist

The Motorola Application Specialist (AS) will work with the Customer project team to configure the graphical user interface (GUI) and other end user elements. The Application Specialist's responsibilities include the following:

- Provide education and guidance to the Customer to set up, operate, and maintain the end user interface system.
- Provide product education as defined by this SOW and described in the Education Plan.

## Solution Architect

The Solutions Architect (SA) is responsible for the detailed operational design of the system from equipment to call flow to network and, as such, is considered the Design Authority. The Solution Architect will be responsible for conducting detailed Call Flow design meetings and site walks with the Motorola Project Manager(s), Sales Engineers, and customers. The Solution Architect will design the customer's call flow solution based on the customer's requirements and provide advice and information on the benefits and risks of possible solutions. Responsibilities include:

- Conduct detailed Call Flow design meetings and site walks as needed.
- Engagement in the delivery as needed.

## Customer Success Onboarding Advocate

A Customer Success Advocate is assigned to the Customer. The Customer Success Advocate's responsibilities, in coordination with the Project Manager, include the following:

- Collaborate with agency personas and key stakeholders to document desired customer outcomes for the system(s).
- Collaborate with Motorola Project Team to schedule deployments and transitions in alignment with Customer's desired outcomes.
- Establish Customer Success Advocate as Customer's ongoing trusted advisor for Command Center Software.
- Familiarize key Customer stakeholders with Motorola processes (support, feature enhancements, etc.)
- Engage with the Customer on industry trends and Motorola evolutions.

## Customer Support Services Team

The Customer Support Services team will provide ongoing support following the commencement of beneficial use of the Customer's System(s) as defined in Customer Support Plan.

### 3.5.2 Customer Core Team, Project Roles and Responsibilities

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this SOW. During the Project Planning phase the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project is key to achieving user

adoption and beneficial use of the system. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Our experience has shown that Customers who display proficiency and comfort with the system early on and take an active role in delivery and education activities realize quicker user adoption and higher levels of success with system operation.

## Customer Project Manager

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

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola PM.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola PM.
- Review the Project Schedule with the Motorola PM and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for VESTA® and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities. Work with Motorola to identify and facilitate any background or other security clearance that may be required to site access.
- Ensure remote network connectivity and access to Motorola resources.



- As applicable to this project, assume responsibility for all fees for licenses and inspections and any delays associated with inspections due to required permits.
- Provide storage and installation space that adheres to manufacturer specifications for storing and housing equipment.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

## System Administrator / IT Personnel

This role manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan (CSP). They will provide the required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface. This role will understand and fulfill requirements detailed in the Networking Guide and Bandwidth Estimates Document.

## Application Administrator(s)

The Application Administrator(s) manage the Customer-owned agent programming and Customer contact list(s) required to enable and maintain system operation. The Application Administrator's involvement will start prior to the Project Kickoff stage of the project. They will attend education as outlined in the Education Plan (e.g. provisioning, train-the-trainer) and remain engaged throughout the project. The Application Administrator's responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Work closely with the SMEs during the Business Process Review (BPR), validation, and training.
- Facilitate escalation to and communication with Motorola Application Specialists during Go-Live activities.

## GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. Duties for this resource include the following: provide data in the correct schema; develop, maintain and update GIS data; support the GIS elements used in Motorola software; and keep in regular communication with the other administrative resources.

## Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with the BPR and analysis, training, and provisioning process, including making global provisioning choices and decisions. These members will be experienced users in the working area(s) they represent, possess a working knowledge of the day-to-day operation, understand agency protocols as well as agency field use procedures, have the ability to gather the data needed from the legacy system, and will be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

## Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the Customer's educational monitors. They will be responsible for the development of agency-specific training material aside from

the Motorola-provided documentation. This role will serve as the first line of support during Go Live for the Customer's end users.

### 3.5.3 General Customer Responsibilities

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

- All Customer-provided equipment, including hardware and third-party software, necessary for the delivery of the System not specifically listed as a Motorola deliverable.
- Provide a static internet connection meeting the requirements outlined in the IP Networking Guide and Bandwidth Calculator.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates that will be interfaced to as part of this project.
- Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Mitigating the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Ensuring active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions, as defined in the Education Plan.
- Ensuring project participants have the ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternative remote conferencing solution.

## 3.6 Project Planning

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

### 3.6.1 Project Planning Session – Teleconference / Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and Customer PMs to meet prior to the formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

- A high-level review of the following project elements:
  - The Agreement documents.
  - A summary of the contracted applications, integrations and interface(s), and bill of materials.
  - Project delivery requirements as described in this SOW.
  - Customer involvement in provisioning, configuration, and installation to confirm understanding of the scope and required time commitments.
  - The Project Management Plan structure.
- Review Learning eXperience Portal (LXP) use in the project.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review completion criteria and the process for transitioning to support.

#### Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment and attendance of Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide the initial Project Management Plan.
- Conduct a review of the Project Management Plan.
- Discuss high-level schedule framework.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document the mutually agreed upon Project Kickoff Meeting Agenda.

#### Customer Responsibilities

- Identify Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide acknowledgment of the mutually agreed upon Project Kickoff Meeting agenda.
- Provide approval to proceed with the Project Kickoff meeting.

#### Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Project Management Plan.

## 3.6.2 Project Kickoff Meeting

The purpose of the Project Kickoff Meeting is to introduce project participants and review the scope of the project. The Project Kickoff event may consist of various branched activities' such as the BPR, site walks, and Contract Design Review, which commence following the general kickoff meeting. Availability of Customer Core Team and relevant resources to participate in each activity is critical to the project success.

### Motorola Responsibilities

- Schedule and facilitate the Project Kickoff Meeting to clarify roles and responsibilities, establish team working relationships, and initiate project tasks.
- The Motorola PM and Solutions Architect travel to Customer site. Other Motorola project team resources may attend remotely.
- Present a high-level overview of the project scope.
- Review the delivery schedule and associated requirements.

### Customer Responsibilities

- Provide a meeting space with remote conferencing capability, enabling remote Motorola project team members to participate.
- Identify and ensure participation of Customer Core Team and other key team members in kickoff and project initiation activities.
- Provide input to the delivery framework.

### Motorola Deliverables

- Project Kickoff Meeting Minutes.

Note – The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.

## 3.6.3 Contract Design Review

The objective of the Contract Design Review is to review the contracted Products, bill of materials, Education Plan, and contractual obligations of each party. This will occur following the conclusion of the Project Kickoff meeting while Motorola resources are still on-site. In the event it cannot commence following the Project Kickoff meeting while Motorola resources are on-site, Motorola will schedule a web conference session at a mutually agreeable date and time.

### Motorola Responsibilities

- Summarize and review the contracted Products, functionality, and features described in the System Description.
- Check the system bill of materials and note any necessary modifications.
- Review third-party party solutions and involvement in the project, as applicable.
- Lead the discussion of the Education Plan, prerequisites, and associated requirements.
- Plan installation activities with the Customer.
- Discuss the Product Validation process for the contracted products.

- Author Contract Design Review meeting minutes.

### Customer Responsibilities

- Review all contract materials, inclusive of exhibits: e.g., bill of materials, Education Plan, SOW prior to Contract Design Review.
- Ensure appropriate stakeholders and project resources participate in Contract Design Review.

### Motorola Deliverables

- Contract Design Review meeting minutes.

## 3.6.4 Business Process Review (BPR)

A Motorola-led BPR provides the opportunity for Motorola and the Customer to gather and measure information variables and data of interest, and it provides Motorola and the Customer the opportunity to review current operational processes and workflows and determine the provisioning parameters that will provide the most optimal use of the VESTA® 9-1-1 system.

The multifaceted review provides Motorola the opportunity to gather information on the day-to-day operations of the Communications Center, as well as the agencies served and personnel information. This information is used in the process of creating the Post Sale Document (PSD) and evaluating the agency's current processes for alignment with VESTA®'s processes. Another key facet of the BPR is that it is strictly designed to focus on operational aspects of the VESTA® system and the Customer's current operational environment.

During this meeting, Motorola will gather critical information to set up and program the VESTA® 9-1-1 system, including detailed review of trunks, lines, and circuits. Motorola will document the final system design elements that will be used for all aspects of the programming and configuration of the VESTA® 9-1-1 system in the PSD. Design discussions and decisions will include but are not limited to:

- Detailed review of call flow, workflow, and system design.
  - Call flow is defined as how the different types of trunks, lines, and circuits that are answered at the location(s) are routed to and answered.
  - Workflow is defined as how call takers and dispatchers interact with callers and each other.
- A detailed review of Network Requirements.
- A brief overview of network connectivity (if needed).
- Site walks for Environmental Review and Intra-system Interfaces.
  - Environmental:
    - Power: outlets, grounding, and presence of a UPS and/or generator.
    - Cabling: positions, training room, and backroom.
  - Adjuncts:
    - CAD: ALI spill to CAD or external component(s).
    - Recorder.
    - Mapping.
    - PBX - if interfacing with VESTA® 9-1-1.
    - CDR (Call Detail Records) applications such as ECATS.
  - Physical space, furniture, and logistics.

- External interfaces: door access and alarms.

### Motorola Responsibilities

- Conduct BPR Session.

### Customer Responsibilities

- Ensure the availability of the Core Team.
- Participate in BPR Session.

Note – Delayed, incomplete, or inaccurate information and BPR Workbooks may have a significant impact on the Project Schedule and start of installation.

### Motorola Deliverables

- BPR Agenda.
- BPR Meeting Minutes.

## 3.6.5 Project Plan Approval

The Planning Phase ends when:

- Customer and Motorola have agreed to the Project Plan.
- System design is complete and documented in PSD.
- Customer has received the Go-Live Plan and System Verification Checklist.
- The equipment and materials purchased from Motorola ship to the site.

## 3.7 Equipment Installation and Validation

Installation and validation will occur to the degree that is possible without actually going live, while minimizing disruption of the Customer’s ongoing operations. The Motorola PM will coordinate the activities with Customer to minimize interference with Customer’s operational activities, while ensuring Motorola’s installation and validation are completed as per the Project Plan and Project Schedule.

### 3.7.1 Solution Staging

Motorola will stage the equipment at a Motorola facility. Motorola assembles, configures, and burns-in Customer equipment with site information, including system software IP addresses, machine names, and line and trunk data that is available at the time of staging. The equipment is quality-checked for any defects or errors, then packaged and shipped to Customer site.

### 3.7.2 Site Installation and Configuration

The following outlines the general steps that will be required for system installation. There will be additional detail and steps added during project meetings.

### Motorola Responsibilities

- Unpack and inventory equipment.

- Placement of rack(s)/cabinet(s).
- Physical installation of all new VESTA® 9-1-1 servers and associated components at the identified backrooms per the Solution Description.
- Physical installation of any network equipment required: switches, routers, etc. and associated cabling provided by Motorola as outlined in the Solution Description.
- Physical installation of all new peripheral devices at all sites as listed in the Solution Description.
- For each site, configure and make operable the system as documented in the PSD and network diagram to include:
  - Configure all new VESTA® 9-1-1 system servers.
  - Configure all new workstations purchased for the sites.
  - Perform Router Configuration (if provided by Motorola).
  - Perform Firewall Configuration (if provided by Motorola).
- Perform installation and configuration of the Motorola provided MIS solution.
- Provide a secure VPN connection for online portal for administrative function for the VESTA 91-1 Data Assist application
  - Responsible for enabling citizens within their jurisdiction to register and maintain their profiles
  - Responsible for enabling agencies to register and maintain their profiles

### Customer Responsibilities

- Confirm receipt of equipment with Motorola.
- Customer specific configuration, including but not limited to agent programming and customer contact list(s).

Note – If a third-party system update is applied, functionality issues with Motorola applications could occur. It is Customer responsibility to engage the third party and coordinate the resolution in order for Motorola to meet functionality requirements.

Note – Customer will not install any software or component on Motorola hardware if not previously documented and agreed upon by all parties. Such actions will adversely affect the Project Schedule and possibly void the support agreement.

### 3.7.3 System Validation

The Customer will witness the System Validation on the production solution, in the Customer environment. Validation will be a collaborative, concentrated effort between Motorola and Customer, and documented in the System Verification Checklist.

Customer and Motorola will execute the System Verification Checklist that validates the system is functioning and configured as designed and document results.

### Motorola Responsibilities

- Submit System Verification Checklist to Customer.
- Execute System Verification Checklist.
- Document results in System Verification Checklist.

## Customer Responsibilities

- Witness execution of System Verification Checklist.
- Sign the System Verification Checklist Document.

## Motorola Deliverable

- Completed System Verification Checklist.

### 3.7.4 Lockdown

No significant changes to call flow are allowed after completion and Customer signature of the System Verification Checklist or delays and additional costs could result.

## 3.8 System Training

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Training delivery is in accordance with the Education Plan.

### 3.8.1 Instructor-Led Training (On-Site and/or Remote)

#### Motorola Responsibilities

- Deliver User Guides and training materials in electronic format.
- Perform training in accordance with the Education Plan.
- Work with the customer to design production ready layouts (VESTA® GUI), production ready keypad layouts and assure there is a functional contact list.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

#### Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Facilitate training of all Customer end users in accordance with Customers training delivery plan.

#### Motorola Deliverables

- Electronic versions of User Guides and Training Materials.
- Attendance Rosters.



## 3.9 System Go Live

### 3.9.1 Go-Live Planning

Motorola resources are supplemental to Customer resources and provide support to Customer trainers and subject matter experts. Customer Core Team is the first line of support to end users in the transition of live operations from the Customer's legacy system to the Motorola system. Motorola will provide the Customer with a Go-Live Plan that details tasks, roles, responsibilities, and timing of events.

#### Motorola Responsibilities

- Develop the Go-Live Plan.
- Facilitate meetings with Customer staff to review the Go-Live Plan.

#### Customer Responsibilities

- Coordinate the participation of Customer technical and operational staff in Go-Live planning and review of the Go-Live Plan.

#### Motorola Deliverable

- Go-Live Plan.

### 3.9.2 Motorola Support Engagement

As part of Go-Live planning, the Motorola PM will complete a System Configuration workbook consisting of Customer contact information and information required for remote access to the system. Motorola will schedule a remote Support Engagement meeting between the PM, Customer Support Manager (CSM), Support Technician, and Customer's project team representatives no later than 30 days before the identified Go-Live date. The CSM will review the Customer Support Plan with the Customer, including the process for obtaining support and contact information.

#### Motorola Responsibilities

- Facilitate the Support Engagement Meeting between the Customer and the Motorola Support organization.

#### Customer Responsibilities

- Identify authorized Customer representatives to contact Motorola Support.

### 3.9.3 Go Live

In accordance with the Go-Live Plan, Motorola and the Customer will begin transitioning the Customer from their legacy system to live operation use of the Motorola system. Motorola will provide on-site support as back up to Customer at a single site per product in accordance with the Go-Live Plan. The Go-Live transitions the Customer from the implementation phase of the Agreement to the support phase under the governance of the Motorola Support organization.

#### Motorola Responsibilities

- Work with Customer to schedule the date and time for the Go Live.

- Execute the Go-Live Plan.
- Provide on-site resources as specified in the Go-Live Plan to support Customer's Core Team. Unless otherwise documented in the Go-Live Plan, support will be provided in accordance with the following:
  - Field Engineer - contiguous 8 a.m. – 5 p.m. hour coverage for day prior to Go Live through one day after Go Live.
    - Contiguous 8 a.m. – 5 p.m. coverage, Tuesday through Thursday, during the week immediately following Go Live.
  - Application Specialist- contiguous 8 a.m. – 5 p.m. hour coverage for day prior to Go Live through one day after Go Live.

### Customer Responsibilities

- Customer Core Team scheduling for Go-Live activities.
- Manage Go-Live activities.
- Customer to educate Core Team on methods and when to engage Motorola during Go Live.
- Assume responsibility for activities that are beyond the scope of Motorola deliverables as delineated in the approved Project Plan.
- Coordinate third party services and/or activities during the Go Live that are not Motorola deliverables, but may affect Motorola systems and/or services. This includes, but is not limited to, Telco, third party vendors, or other organizations that are participating in the Go Live.

## 3.10 Project Closure

Following the Go Live the service delivery is complete. Motorola and Customer certify the milestone and the implementation phase if formally closed.

The system is now in the support phase of the Agreement per the terms and conditions of the Maintenance and Support Agreement.

### 3.10.1 Site Installation and Verification Package

As part of project completion, Motorola will validate Customer receipt of electronic copies of the following documentation:

- CPE inventory, including a complete list of installed equipment.
- Solution Overview / Detailed System Document.
- System Diagrams.
- IP Schema and Naming Convention.
- User Guides (for the primary products).
- System Administration Guide, in electronic format.
- Post Sale Document including, but not limited to:
  - CPE inventory, including a complete list of installed equipment.
  - Solution Overview / Detailed System Document.
  - System Diagrams.

- IP Schema and Naming Convention.
- Bandwidth Estimates.
- System Verification Checklist.
- As-Built System Design Documentation, in electronic format.
  - As-Built System documentation is archived with the System Support Center along with customer information and access procedures to facilitate efficient response and resolution of any reported system issues.

## Section 4

# Statement of Work – Citizen Input and Smart Transcription

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the Customer. Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the scope will be mutually agreed upon via the change provision of the Agreement.

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

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement.

## 4.1 Award and Project Initiation

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

## 4.2 Completion and Acceptance Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

## 4.3 Project Deployment

### 4.3.1 Project Planning Session

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and on-going operation of Citizen Input, and Smart Transcription. In order to establish initial expectations for deployment we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of the application.

Shortly after contract signing, Motorola will conduct a one-on-one Project Planning Session teleconference with your designated resource to review the task requirements of each phase of the project.

The 911 Cloud Enablement Setup Questionnaire for Citizen Input, and Smart Transcription is used to collect required information that is used for provisioning from the Vesta 9-1-1 system. Delayed, incomplete or inaccurate information may have a significant impact on the Project Schedule

#### Motorola Solutions Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Project Planning Session teleconference.
- Conduct the Project Planning Session teleconference.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the 911 Cloud Enablement Setup Questionnaire and submit required Customer provided information.
- Discuss the online Motorola Solutions Software Enterprise Learning Experience Portal (LXP) training approach.

#### Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Collaborate with the Motorola PM and set the Project Planning Session meeting date.
- Attend the Project Planning Session teleconference.
- Review the 911 Cloud Enablement Setup Questionnaire and provide the required Customer information as agreed.

#### Motorola Deliverables

- Complete and submit the 9-1-1 Cloud Enablement Setup Questionnaire for Citizen Input.

## 4.4 Hardware Procurement and Shipment

### Motorola Solutions Responsibilities

- Procure contracted equipment in accordance with the equipment list.
- Request shipping address and receiver name.
- Arrange for shipping to the Customer’s location.
- Notify Customer of equipment shipping specifics and ETA for arrival

### Customer Responsibilities

- Provide required information for equipment shipping/delivery.
- Complete and provide Tax Certificate information verifying tax status of shipping location
- Receive and store shipped equipment.

Motorola Deliverables
<input type="checkbox"/> Delivery of contracted equipment to Customer location.

## 4.5 Hardware, Software, Firewall Installation, and Configuration

Motorola will work with the Customer to schedule the installation of the required hardware and software for the deployment of Citizen Input and Smart Transcription

### Motorola Solutions Responsibilities

- Firewall installation and configuration if Motorola provided.
- Installation and configuration of the Vesta Edge or Vesta Data Publisher VM(s).

### Customer Responsibilities

- Provide network environment information as requested
- Install and configure firewall if Customer provided
- Test internet connection
- Assist in coordination of Hardware, Software, and Firewall installation and configuration

Motorola Deliverables
<input type="checkbox"/> Install and configure firewall(s), if Motorola provided.
<input type="checkbox"/> Install and configure the Vesta Edge or Vesta Data Publisher VM(s)

## 4.6 Citizen Input and Smart Transcription Client

Citizen Input and Smart Transcription is a SaaS application that is accessed via a Chrome web browser. The Client in this context consists of a workstation and web browser.

### Motorola Solutions Responsibilities

- Installation of Chrome on all Customer consoles as required
- Installation of Console Transcript Application (CTA) and Vesta API
- Provide URL accessing Citizen Input and Smart Transcription.

### Customer Responsibilities

- Provide client workstations and network connectivity suitable for accessing the application

Motorola Deliverables
<ul style="list-style-type: none"><li><input type="checkbox"/> Installation of Chrome on all Customer console as required.</li><li><input type="checkbox"/> Installation of Console Transcript Application (CTA) and Vesta API</li><li><input type="checkbox"/> Provide URL accessing Citizen Input and Smart Transcription</li></ul>

## 4.7 Citizen Input and Smart Transcription for 9-1-1 Enablement and Provisioning

Motorola will provision the Customer's Production Citizen Input, and Smart Transcription system based on the information collected in the 911 Cloud Enablement Setup Questionnaire.

The Customer's agency(s) and End Users must be provisioned within the CommandCentral Cloud Platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user

### Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform.
- Enable Citizen Input and Smart Transcriptions services
- Provision the agency's CommandCentral Administrator

### Customer Responsibilities

- Identify a CommandCentral System Administrator(s)
- Use the CommandCentral Admin tool to provision the agency's CommandCentral users and permission

Motorola Deliverables
<ul style="list-style-type: none"><li><input type="checkbox"/> Configure and provision the Agency initial CommandCentral Administrator(s) profile.</li><li><input type="checkbox"/> Enable Citizen Input and Smart Transcription services</li></ul>

## 4.8 Citizen Input and Smart Transcription Functional Validation Testing

The objective of functional demonstration is to validate activation of the service and Customer access to the CommandCentral features, functions and system integration as defined in the Agreement. The functional demonstration will commence upon the conclusion of CommandCentral Provisioning

### Motorola Solutions Responsibilities

- Conduct functional demonstration
- Correct any configuration issues impacting access to cloud based features; i.e video display and /or interface and integration.
- Provide Customer instruction on using the Customer Feedback Tool for features/enhancements requests

### Customer Responsibilities

- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration

### Completion Criteria

- Conclusion of the functional demonstration

Motorola Deliverables
<ul style="list-style-type: none"><li><input type="checkbox"/> Complete functional validation demonstration per cloud services.</li></ul>

## 4.9 Citizen Input and Smart Transcription Training

Citizen Input and Smart Transcription Training is made available via Motorola Solutions Software Enterprise Learning Experience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current.



## Motorola Solutions Responsibilities

- Initial setup Customer LXP administrator
- Provide instruction to the Customer Administrator on:
  - Adding and maintaining users
  - Adding and maintaining Groups
  - Assign courses and Learning Paths
- Advise Customer of required/suggested LXP training courses
- Encourage to watch the following LXP Administrator and End User courses
  - Learning eXperience Portal (LXP) Introduction – Course #LXP001
  - LXP Primary Site Administrator Overview – Course #LXP002
  - LXP Group Administration Overview – Course# LXP003
  - CommandCentral Citizen Input Review – Course # PSA0278
  - CommandCentral Citizen Input Administration – Course # PSA0279
  - CommandCentral Smart transcription for VESTA 911 – Course #VST0015
  - CommandCentral Admin – Course #PSA0137

## Customer Responsibilities

- Advise users of the availability of the LXP
- Ensure required LXP training courses are completed
- Encourage to watch the following LXP Administrator and End User courses
  - Learning eXperience Portal (LXP) Introduction – Course #LXP001
  - LXP Primary Site Administrator Overview – Course #LXP002
  - LXP Group Administration Overview – Course# LXP003
  - CommandCentral Citizen Input Review – Course # PSA0278
  - CommandCentral Citizen Input Administration – Course # PSA0279
  - CommandCentral Smart transcription for VESTA 911 – Course #VST0015
  - CommandCentral Admin – Course #PSA0137

Motorola Deliverables
<input type="checkbox"/> Provide Customer Access to LXP training courses.

## 4.10 Citizen Input and Smart Transcription Transition to Support

Following the completion of the activation of Citizen Input and Smart Transcription, the Customer's solution transitions to support. Hybrid solutions like CommandCentral Citizen Input and

CommandCentral Smart Transcription require a new support model. They offer agencies the best of the best - continued investment in their on-premise solutions and new functionality via the cloud to better serve their communities.

The additive/over-the-top applications, CommandCentral Smart Transcription and Citizen Input, for the VESTA 9-1-1 Emergency Call Handling core solution are considered to be secondary features that do not impact the main call taking/call processing functionality of the VESTA 9-1-1 system. Due to this fact, customer support tickets for these applications will be addressed by MSI Support 8x5 Monday-Friday. Any core call handling features (ANI/ALI, call processing, etc).

**Note:** Customers will be notified via email of planned and unplanned service interruptions and/or outages to cloud-based components.

### Motorola Solutions Responsibilities

- Transition Customer to Motorola Solutions Customer Support

### Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions support.
- Engage the Motorola Solutions support organization as needed by either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing at support-CommandCentral@motorolasolutions.com.

## Section 5

# Statement of Work - ActiveEye<sup>SM</sup> Managed Detection and Response for VESTA<sup>®</sup> 9-1-1

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions (“Motorola”) Managed Detection and Response (MDR) with Endpoint Detection Response services as presented in this proposal to Hyattsville Police Department (hereinafter referred to as “Customer”).

## 5.1 Overview

Motorola Solutions, Inc.’s (Motorola) VESTA<sup>®</sup> 9-1-1 Managed Detection and Response (MDR) Plus reduces the risk that a cybersecurity threat will impact system availability, integrity, and confidentiality. Qualified cybersecurity analysts with extensive experience working on VESTA<sup>®</sup> 9-1-1 mission-critical systems will monitor the Customer’s system for signs of cybersecurity threats.

The below sections describe the deliverables of the service, its technologies, and service obligations. The Included Services section provides the quantities specifically contracted.

## 5.2 Description of Service

### 5.2.1 ActiveEye<sup>SM</sup> Security Operations Center

MDR for VESTA<sup>®</sup> 9-1-1 service is performed by Motorola’s Security Operations Center (SOC) using specialized monitoring elements. The SOC’s expert cybersecurity analysts monitor for alerts 24x7x365. If an event that may represent a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer’s documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer’s system. The following section describes these elements.

### 5.2.2 ActiveEye<sup>SM</sup> Security Platform

Motorola’s ActiveEye<sup>SM</sup> security platform collects and analyzes security event streams from ActiveEye<sup>SM</sup> Remote Security Sensors (AERSS) and software sensors in the Customer’s VESTA<sup>®</sup> 9-1-

1 system, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action. The goal is to reduce time to resolution and contain any security event.

The Customer will receive access to the ActiveEye<sup>SM</sup> platform as part of this service. ActiveEye<sup>SM</sup> will serve as a single interface to display system security information. Using ActiveEye<sup>SM</sup>, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

### 5.2.3 Service Prerequisites

It is mandatory that customers also subscribe to the Application Monitoring and Response service for VESTA® 9-1-1. In the absence of an active Application Monitoring and Response service, the MDR service cannot be delivered.

### 5.2.4 Deployment Timeline and Milestones

To begin the service, an AERSS and Endpoint Detection and Response software must be installed, configured and commissioned. Motorola and the Customer will collaborate in order for the deployment tasks to be completed.

#### 5.2.4.1 Phase 1: Information Exchange

After contract completion, Motorola will schedule a service kick-off meeting with the Customer and provide information-gathering documents. This kick-off meeting is conducted remotely at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

#### 5.2.4.2 Phase 2: Infrastructure Readiness

Motorola, if required, will provide detailed requirements regarding Customer infrastructure preparation actions after the kick-off meeting. It is the Customer or system maintainer's responsibility to accomplish all infrastructure preparations agreed to in the infrastructure readiness phase.

#### 5.2.4.3 Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola, if required, will also provide detailed requirements regarding Customer deployment actions.

#### 5.2.4.4 Phase 4: Monitoring "Turn Up"

Motorola will verify in-scope assets are forwarding logs or events. Motorola will notify the Customer of any exceptions. Motorola will begin monitoring any properly connected in-scope sources after the initial tuning period.

### 5.2.4.5 Phase 5: Tuning/Report Setup

Motorola will conduct initial tuning and refinement of the events and alarms and complete initial configuration steps.

## 5.2.5 Responsibilities

### Motorola Responsibilities

- Provide Endpoint Detection and Response software required to support this service.
- Coordinate with the Customer to maintain authentication credentials where necessary.
- Coordinate with the Customer on any system changes necessary for the Endpoint Detection and Response software to communicate to the ActiveEye<sup>SM</sup> platform.
- Monitor the VESTA® 9-1-1 system 24x7x365 for malicious or unusual activity using trained and accredited technicians.
- Respond to cybersecurity incidents in the Customer's system in accordance with the Priority Level Definitions and Response Times section.

### Customer Responsibilities

- Endpoint Detection and Response service requires an internet connection. Establish connectivity with a minimum of 10 Mbps bandwidth before service commences.
- Allow Motorola continuous remote access to monitor the system. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain privileges.
- Subscribe to and maintain an active contract for VESTA® 9-1-1 Application Monitoring and Response service.
- Comply with the terms of the applicable license agreements between Customer and the non-Motorola software copyright owners.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

## 5.2.6 Service Modules

### 5.2.6.1 Endpoint Detection and Response

Endpoint Detection and Response (EDR) integrates with the ActiveEye<sup>SM</sup> Security Management Platform to provide additional threat intelligence, investigation, and orchestrated response actions to optimize protection of critical systems.

EDR integration with ActiveEye<sup>SM</sup> accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the Customer's system. Available responses are determined by the Customer's EDR tool and security policies.

## Motorola Responsibilities

- Deploy and configure the EDR service and integrate with ActiveEye<sup>SM</sup> Service Connectors necessary to monitor and interact with the EDR solution.
- Provide recommendations on endpoint security and configuration to optimize threat identification.
- The SOC will consult with the Customer to define a response automation plan that outlines the scenarios where the SOC should take automatic response actions on systems within the Customer environment. In cases outside the automatic response scenarios the SOC will open Security Cases with the Customer with recommended actions and await approval before taking actions.

## Customer Responsibilities

- Initiate response actions on endpoints where Motorola is not authorized and/or enabled to respond via the EDR solution.

# 5.3 Security Operations Center Monitoring and Support

## 5.3.1 Scope

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules.

Motorola's SOC is staffed with security experts who will use the ActiveEye<sup>SM</sup> Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer.

Motorola will monitor the VESTA® 9-1-1 MDR service in accordance with Motorola processes and procedures after deployment, as described in the Deployment Timeline and Milestones section.

The SOC receives system-generated alerts 24x7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with the MDR Priority Level Definitions and Response Times.

## 5.3.2 Responsibilities

### Motorola Responsibilities

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the VESTA® 9-1-1 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

## Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty-four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola’s ability to perform the Managed SOC Service, as described in this SOW.

### 5.3.3 Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

**Table 5-1: Event Handling**

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 1-2.

#### 5.3.3.1 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

**Table 5-2: Notification Procedures**

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for EOI. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of EOI that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

### 5.3.3.2 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye<sup>SM</sup>, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

### 5.3.3.3 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

## 5.3.4 Managed Detection and Response Priority Level Definitions and Response Times

Priority for an alert-generated incident or EOI is determined by the ActiveEye<sup>SM</sup> Platform analytics that process multiple incoming alert feeds, automation playbooks and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	<p>Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Efforts to recover from the incident may be significant.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>Malware that is not quarantined by anti-virus.</li> <li>Evidence that a monitored component has communicated with suspected malicious actors.</li> </ul>	Response provided 24 hours, 7 days a week, including U.S. public holidays.
High	<p>Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>Malware that is quarantined by antivirus.</li> <li>Multiple behaviors observed in the system that are consistent with known attacker techniques.</li> </ul>	Response provided 24 hours, 7 days a week, including U.S. public holidays.



Priority	Definition	Service Coverage
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: <ul style="list-style-type: none"> <li>▪ Suspected unauthorized attempts to log into user accounts.</li> <li>▪ Suspected unauthorized changes to system configurations, such as firewalls or user accounts.</li> <li>▪ Observed failures of security components.</li> <li>▪ Informational events.</li> <li>▪ User account creation or deletion.</li> <li>▪ Privilege change for existing accounts.</li> </ul>	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

### 5.3.4.1 Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

### 5.3.4.2 ActiveEye<sup>SM</sup> Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye<sup>SM</sup> Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola’s reasonable control, such as disruptions of, or damage, to the Customer’s or a third-party’s information or communications systems or equipment, telecommunication circuit availability/performance between

Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye<sup>SM</sup> Platform.

### 5.3.4.3 ActiveEye<sup>SM</sup> Remote Security Sensor (AERSS)

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEye<sup>SM</sup> are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Motorola will provide, subject to active service subscriptions in the Customer contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEye<sup>SM</sup> Platform which may be impacted by customer configuration changes, telecommunications connectivity, and/or customer network issues/outages.

## 5.4 Included Services

### 5.4.1 Site Information

The services are based on the following deployment type:

Site Information	
Number of System Deployments	1
Type of System Deployment	Single-site centralized (Site A)
Number of Seats	5

#### 5.4.1.1 Services Included

The ActiveEye service modules included in our proposal are viewable in the Subscribed column below. The Network Environment column designates the location of each module:

Service Module	Capabilities Included	Subscribed
Endpoint Detection and Response	Number of licenses: 5	Yes
Advanced Threat Insights	Not applicable	No

## 5.5 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. MDR does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or completion of a Customer’s Incident Response Plan.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Note: Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

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

## 5.5.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

## 5.5.2 Processing of Customer Data in the United States and/or Other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

## 5.5.3 Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of

compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

### 5.5.4 Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End-User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Palo Alto Networks
EULA: <a href="https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf">https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf</a>
Customer Data Processing Addendum: <a href="https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf">https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf</a>

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

## Section 6

# Service/Warranty

Motorola Solutions has over 90 years' experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

### Customer Support Manager

Your Motorola Solutions Customer Support Manager provides coordination of support resources to enhance the quality-of-service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

## 6.1 SUAll and Maintenance Services

### 6.1.1 MCC7500E Dispatch Consoles

Maintenance and SUAll pricing to add the two (2) new MCC7500E dispatch consoles to the existing year to year service contract is included in this proposal. Pricing includes warranty year for two (2) new consoles and microwave. Five (5) out years for Maintenance and SUAll for all five (5) consoles and microwave is also included in this proposal.

### 6.1.2 VESTA 9-1-1 Operations Manager (ECH Service Management)

A VESTA 9-1-1 Operations Manager is assigned to provide the customer with a field-based single point of contact and manage the contracted maintenance and support services. The Operations Manager works with the on-site support personnel and is backed by Motorola's service and support organization. The Motorola support organization includes the Network Security Operations Center (NOC), Technical Support, and product management teams (as required). All work in concert with on-site support personnel to deliver services and maintain Service Level Agreements.

The Operations Manager will do the following:

- Create and maintain the Support Plan.
- Establish and refine policies and procedures to consistently maximize service performance.
- Proactively manage the life cycle of the service and supply information regarding upgrades and updates.

- Engage the appropriate resources, teams, and individuals to troubleshoot and resolve complex service issues.
- Serve as the escalation point of contact when standard troubleshooting efforts are unsuccessful.
- Serve as the liaison to Motorola's support organization for escalated incidents.
- Provide timely and frequent informational updates about progress towards resolving incidents.
- Maintain the service and performance quality of the system.
- Monitor Motorola's contractual support and provide reviews and analyses of the support performance.
- Manage the Change Management process during the Service operation

### 6.1.3 Network Security and Operation Center (NSOC)

Designed exclusively for Public Safety communications, the NSOC includes state-of-the-art technology, processes and tools all provided by our highly trained, dedicated team. With connectivity to the NSOC, our advanced systems facilitate true Emergency Services-grade monitoring and management.

#### 6.1.3.1 Service Desk

The Service Desk is the central point of contact to report incidents and submit change requests. Co-located with the Technical Support Center within the Network and Security Operations Center (NSOC), the Service Desk maintains a holistic view of your service delivery environment.

The Service Desk will:

- Open a case and categorize the reported issue or request
- Resolve incidents based on priority
- Perform analysis to assist in identifying a corrective action plan
- Escalate the incident/request to technical or service experts when required
- Engage the next level management to ensure timely problem resolution, when necessary
- Provide regular status updates for escalated incidents

#### 6.1.3.2 Monitor and Response

With the proposed Monitoring and Response service, system thresholds, established during the Monitoring and Response service implementation, are continually monitored by the system. Anytime the system performance exceeds the threshold limit, Monitoring and Response is immediately notified via digital alarm. Motorola Solutions then notifies the designated maintenance provider via the means (email, phone, etc.) set up upon implementation. This is a very stringent process that takes place in seconds. Monitoring and Response provides pre-failure hardware notification, and generates alerts on service/device state changes, runaway processes, and memory leaks. It collects and stores user-defined performance counters, and stores event log messages, performance data, and configuration data in a centralized database. Below are some of the features available through Monitoring and Response:

- Proactively monitors key systems to detect faults and mitigate risks to ensure highest possible system performance and availability
- Monitors each server, workstation and networking device for hardware alarms, software alarms and performance thresholds
- Minimizes risk and the possibility of service interruptions, predicting issues before they occur
- Alarms the NSOC for remediation, notification and escalation, with most alarms resolved remotely

### 6.1.3.3 Anti Virus

- Delivers virus protection as a service, ensuring updates are tested and applied in a timely, efficient manner
- Provides a best-in-class antivirus solution, certified for our call handling platforms and continuously updated to automatically detect and remove the latest viruses.

### 6.1.3.4 Patch Management

- Deploys Microsoft® updates and patches after validating they are compatible with your solution
- Helps ensure system integrity and security, especially when bundled with Virus Protection for comprehensive, hands-free care

### 6.1.3.5 Software Upgrades

Motorola Solutions, in conjunction with the customer, will oversee all approved hardware and software upgrades. Motorola Solutions will provide the customer notification of scheduled product updates and/or modifications via a Product Change Notice (PCN) or a Product Bulletin (PB). Customer must ensure that their software or firmware release complies with the lifecycle milestones as defined in the Support Program as follows:

- **End of Sales (EOS)** occurs 12 months after the date that a new version is made generally available (GA). Previous version of software are not available in new systems. Bug fixes are supported and license add-ons are available
- **End of Expansion Sales (EOES)** occurs 12 months after EOS. No upgrades, spares, or add-on for the previous version of software are available upon End of Life (EOL). Bug fixes are not available
- **End of Support Date (EOSD)** occurs 12 months from EOES. This is the last date to receive support for the software version. Motorola Solutions will try to resolve any issues beyond that given date
- **Custom Extended Support (CES)** is available for 24 months from the EOSD. CES provided continued access to Technical Support past the EOSD period. Motorola Solutions will try to resolve any issues beyond the given date

Dates and product release versions for each milestone are published here, [VESTA 9-1-1 Emergency Call Handling Products Software Lifecycle Matrix](#)

Section 7

# Equipment List

This section lists the equipment necessary for the proposed solutions.

## 7.1 Site, Dispatch, UPS, and Microwave Equipment

QTY	NOMENCLATURE	DESCRIPTION
1	Microwave MNI	One link 1+1
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA03517AD	ADD: CORE EXPANSION
1	UA00156AA	ADD: 5 CONSOLE OPS: AXS, MCC7500/E AND AIS
1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
2	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
24	DS3750295	BREAKER, 5 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	3182602Y06	GROUNDING BUS BAR
3	0784469Y02	BRACKET,BRKT, CBL SUPPORT
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSMW3HE06791AA	SAR-8 SHELF V2
1	DSMW3HE02784PA	SAR RELEASE 21.X BASIC OS LICENSE
1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC
2	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
2	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
1	DSMW3HE00867CA	SFP - GIGE EX - LC ROHS 6/6 DDM -40/85C
2	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
2	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
1	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
1	DSMW3HE00867CA	SFP - GIGE EX - LC ROHS 6/6 DDM -40/85C
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
2	CLN9066A	SWITCH,SWITCH,EX4100 24-PORT SWITCH NON TAA



QTY	NOMENCLATURE	DESCRIPTION
1	CLN1866	FRU: 1M DAC CABLE
3	B1950	MCC 7500/7100 TO MCC 7500E LICENSE CONVERSION
3	UA00652AB	ADD: 160 RADIO RESOURCES LICENSE
3	UA00654AB	ADD: ASTRO 25 TRUNKING OPERATION
3	UA00655AB	ADD: ADVANCED CONVENTIONAL OPERATION
3	UA00656AB	ADD: IED OPERATION
3	UA00658AB	ADD: SECURE OPERATION
3	UA00659AB	ADD: ADP/AES/DES-OFB ENCRYPTION
3	UA00660AB	ADD: OTEK OPERATION
2	B1948	MCC 7500E DISPATCH POSITION LICENSES
2	UA00653AA	ADD: BASIC CONSOLE OPERATION
2	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
2	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
2	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
2	UA00658AA	ADD: SECURE OPERATION
2	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
2	UA00661AA	ADD: ENHANCED IRR
1	B1949	MCC 7500E SOFTWARE DVD
5	DSTS241A	TECH GLOBAL 24IN COMMERCIAL TOUCH MONITOR
5	B1955	COMMANDCENTRAL HUB, BASIC MODEL
5	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
5	CA03572AA	ADD: CABLE RETENTION BRACKET
5	CA03547AA	ADD: BRACKET, MOUNTING 2RU
5	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE
10	B1952	SPEAKER, DESKTOP, USB
10	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
10	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
10	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
5	B1951	MICROPHONE, DESKTOP, USB
5	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
10	B1913	MCC SERIES HEADSET JACK
10	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
5	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
5	T8742	MCAFFEE FOR WINDOWS CLIENT
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
5	T8807A	WINDOWS SUPP FULL CONFIG, A2022.1
1	B1955	COMMANDCENTRAL HUB, BASIC MODEL
1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03572AA	ADD: CABLE RETENTION BRACKET

QTY	NOMENCLATURE	DESCRIPTION
1	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE
1	DSDS7B03CS36UN	700 CONTROL STATION ANTENNA, 3 DBD
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
350	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
2	DS43FA07850B	4.3-10 FEMALE FOR 7/8" CABLE, OPTIMIZED FOR PIM (USE WITH CT07850AIO-2)
9	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX
17	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10
1	DSTSX4310FMP	4.3-10 M/F BULKHEAD COAX RF SURGE PROTECTOR, 698MHZ - 2.7GHZ PIM
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
1	DSDS7B03CS36UN	700 CONTROL STATION ANTENNA, 3 DBD
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
350	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
2	DS43FA07850B	4.3-10 FEMALE FOR 7/8" CABLE, OPTIMIZED FOR PIM (USE WITH CT07850AIO-2)
9	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX
17	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10
1	DSTSX4310FMP	4.3-10 M/F BULKHEAD COAX RF SURGE PROTECTOR, 698MHZ - 2.7GHZ PIM
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)

QTY	NOMENCLATURE	DESCRIPTION
300	DSACC014J50	1/4" ULTRA FLEXIBLE, 50 OHM, CORRUGATED, COPPER OUTER CONDUCTOR, LOW S
5	DSNMRA01450	N MALE RIGHT ANGLE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH
5	DSMUA01450	MINI UHF, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOO
5	DSGKS14AC	STD GROUND KIT FOR 1/4" AIRCELL COAX
1	DSBCH11108	8 CHANNEL CONTROL STATION COMBINER (PASSIVE), CSC02,746-806MHZ
5	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ
5	G66	ADD: DASH MOUNT APXM
5	G91	ADD: CNTRL STATION PWR SUPPLY
5	W665	ADD: CONTROL STATION OPERATION
5	G444	ADD: APX CONTROL HEAD SOFTWARE
5	GA00804	ADD: APX O2 CONTROL HEAD
5	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
5	GA00580	ADD: TDMA OPERATION APX
5	GA01767	APX MOBILE RADIO AUTHENTICATION
5	G843	ADD: AES ENCRYPTION APX AND ADP
5	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
5	W382	ADD: CONTROL STATION DESK GCAI MIC
5	G142	ADD: NO SPEAKER NEEDED
5	G24	ADD: 3Y ESSENTIAL SERVICE
5	HLN6042	MOBILE DESK TRAY
2	47SA040EACM2ZRO	40kVA Liebert UPS with 22 Min RT

## 7.2 VESTA 9-1-1 Equipment

VESTA® 9-1-1		
QTY	NOMENCLATURE	DESCRIPTION
<b>VESTA® 9-1-1</b>		
2	870899-0104R8.1	V911 R8.1 LIC/DOC/MED
2	870891-66101	V911 CAD INTFC LIC ONLY
<b>VM Small Server Bundle</b>		
	Note: The Small Server Bundle is for PSAP's up to 10 positions with an annual call volume of 100,000 or less.	
1	853031-DLSSVRSG2	V-DL SVR BNDL SML SGL
2	06500-00201	2-POST RELAY RACK MNT KIT
1	870890-75004	VIRTUAL MEDIA SET 017B

2	04000-68005	V-SVR BASIC SPT 1YR
2	04000-68009	V-SVR BASIC SPT 5YR
<b>VESTA 9-1-1 Data Assist</b>		
5	809800-35801	V911_OUTBNDTXT/PROFILES/FACILITIES 1 YR
5	809800-35805	V911_OUTBNDTXT/PROFILES/FACILITIES 5 YR
1	809800-17000	V911_OUTBNDTXT/PROFILES/FACILITIES SYS IMP
<b>VESTA® 9-1-1 CDR Module</b>		
	Note: Customer to provide CDR Printer	
2	873099-00602	V911 CDR SVR LIC
5	873099-01102	V911 CDR PER SEAT LIC
<b>VESTA® 9-1-1 Basic Operations</b>		
5	PS-0SQ-VSML	VS BSC MLTP PER SEAT LIC
5	SS-0SQ-VSSL-1Y	SPT VS BSC 1YR
5	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR
<b>VESTA® 9-1-1 IRR Module</b>		
5	873099-00502	V911 IRR LIC/MED
5	809800-35110	V911 IRR SW SPT 1YR
5	809800-35114	V911 IRR SW SPT 5YR
<b>VESTA® Workstation Equipment</b>		
5	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
5	04000-00448	WINDOWS 10 LTSC LIC 21H2
5	63000-241694	MNTR 24IN FP IPS
5	64007-50022	KEYPAD 24-KEY USB CBL 25FT
5	65000-00197	KIT CBL DP/USB 15FT EXT
	Note: Extension cable kit if extension is required without KVM - directly from PC and monitor to keyboard/mouse.	
5	850830-03201	BASIC SAM HDWR KIT
10	833401-00402G-15	CBL INTFC B JKBX NPTT 15FT
5	853004-00401	SAM EXT SPKR KIT
5	65000-00124	CBL PATCH 15FT
5	02800-20501	HDST 4W MOD ELEC MIC BLK
5	02800-20701	HDST K 4W/MOD BLK CARBON
5	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE
<b>VESTA® 9-1-1 Admin Printer</b>		
	Note: Customer will provide printer equipment.	
<b>Network Equipment</b>		
	Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access, RapidSOS, Citizen Input, Smart Transcription and Outbound Text.	
1	03800-03070	FIREWALL 60F
1	03800-03071	WARR FIREWALL 60F 1YR

1	03800-03073	WARR FIREWALL 60F 3YR
1	03800-03075	WARR FIREWALL 60F 5YR
1	809800-00201	VPN CFG SVCS
1	809800-00200	CFG NTWK DEVICE
2	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR
Note: Part number includes switch and warranty.		
2	04000-02919	USB CONSOLE CBL
Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.		
<b>Peripherals &amp; Gateways</b>		
Note: Peripherals & Gateways Not Requested		
<b>Session Border Controllers (SBC)</b>		
SIP to SIP Connectivity		
1	04000-00548	MED 800C E-SBC BNDL
1	04000-00536	SW SPT MED 800C GATEWAY 1YR
1	04000-00535	SW SPT MED 800C GATEWAY 5YR
2	04000-00547	MED 800C E-SBC 10 SBC SESSIONS (1-250)
<b>ALI/CAD Output</b>		
1	04000-00219	8-PORT RS-232 DATACAST 1U 110/220VAC
8	65000-03040	CBL NULL MODEM DB25M/M 6FT
<b>Rack &amp; Peripheral Equipment</b>		
1	06500-55053	7FT EQUIPMENT RACK 19IN
1	63000-192610	MNTR LCD 19IN
1	04000-00809	KVM 8-PORT SWITCH USB
<b>Time Synchronization Equipment</b>		
Note: Customer to provide NTP compliant device.		
<b>VESTA® Analytics</b>		
<b>QTY</b>	<b>NOMENCLATURE</b>	<b>DESCRIPTION</b>
<b>VESTA® Analytics Lite - Multi Product Purchase</b>		
1	873399-00203.6	V-ANLYT 3.6 LITE MED
1	873391-04003	V-ANLYT LT LIC
1	873391-04002	V-ANLYT LT USER LIC
5	PA-SSG-ALSL	V-ANLYT LT PER SEAT LIC
5	SA-SSG-ALSL-1Y	SPT V-ANLYT LITE 1YR
5	SA-SSG-ALSL-5Y	SPT V-ANLYT LITE 5YR
<b>VESTA® Analytics Lite Server Equipment for Virtualized Server Bundle</b>		
Note: Additional Hardware to be installed in DDS-B Server.		
1	BA-M00-ALAO-3	V-ANLYT LITE ADD-ON BNDL
<b>Managed Services</b>		

QTY	NOMENCLATURE	DESCRIPTION
<b>Monitoring &amp; Response (M&amp;R): Activation Fee</b>		
	Note: M&R Activation Fees will apply if M&R services are disabled prior to receipt of a PO for the M&R support renewal.	
1	809800-14150	M&R ACT FEE, SMALL SITE
<b>Monitoring, PM &amp; AV Service: Servers</b>		
	Note: Includes (2) DDS Servers, (1) VESTA Analytics Server	
3	870891-66401	M&R SVR AGENT LICENSE
3	809800-16361	M&R PM AV SVR SRVC 1YR
3	809800-16365	M&R PM AV SVR SRVC 5YR
<b>Monitoring, PM &amp; AV Service: Workstations</b>		
	Note: Includes (5) Workstations, (1) Management Console	
6	870891-66402	M&R WKST AGENT LICENSE
6	809800-16377	M&R PM AV WKST SRVC 1YR
6	809800-16381	M&R PM AV WKST SRVC 5YR
<b>Monitoring, PM &amp; AV Service: IP Devices</b>		
	Note: Includes (2) Virtual Host/Machines, (2) MDS Servers, (1) Firewalls for EIM/SMS, (1) Firewall for Internet/Remote Access, (2) Cisco Switches, (2) SBC Gateway Devices	
10	870891-66403	M&R NETWORK/IP LICENSE
10	809800-16343	M&R IP DEVICE SRVC 1YR
10	809800-16347	M&R IP DEVICE SRVC 5YR
<b>Spare Equipment</b>		
QTY	NOMENCLATURE	DESCRIPTION
<b>Cables and Switches</b>		
1	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR
1	04000-02919	USB CONSOLE CBL
	Note: Part number includes switch and warranty.	
<b>ProDesk Mini Workstation Equipment</b>		
1	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
1	04000-00448	WINDOWS 10 LTSC LIC 21H2
1	63000-241694	MNTR 24IN FP IPS
1	64007-50022	KEYPAD 24-KEY USB CBL 25FT
1	65000-00197	KIT CBL DP/USB 15FT EXT
1	850830-03201	BASIC SAM HDWR KIT
1	833401-00402G-15	CBL INTFC B JKBX NPTT 15FT
1	853004-00401	SAM EXT SPKR KIT
1	65000-00124	CBL PATCH 15FT
1	02800-20501	HDST 4W MOD ELEC MIC BLK
1	02800-20701	HDST K 4W/MOD BLK CARBON
1	809800-35108	V911 IWS STG FEE

1	870890-07501	CPR/SYSPREP MEDIA IMAGE
1	809800-00102	GENERIC WKST CFG FEE
1	04000-01594	WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR
<b>Extended Warranties</b>		
<b>QTY</b>	<b>NOMENCLATURE</b>	<b>DESCRIPTION</b>
<b>Server Extended Warranty</b>		
	Note: Includes (2) VESTA 9-1-1 Servers	
2	04000-01628	WARR 24X7 DL160G10 5YR
	Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7, 4 hour response time.	
<b>Workstation Extended Warranty</b>		
	Note: Includes (5) Workstations, (1) Management Console.	
6	04000-01594	WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR
	Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.	
<b>VESTA® Services</b>		
<b>QTY</b>	<b>NOMENCLATURE</b>	<b>DESCRIPTION</b>
<b>MSI Direct Services</b>		
	Note: Includes VESTA 9-1-1, VESTA Analytics	
345	809800-17007	FIELD ENG-STANDARD
112	809800-17006	FIELD ENG-EXPRESS
107	809800-17035	MSI DIRECT SITE READINESS SVCS
	Note: Cold Install/Rack and Stack	
305	809800-51010	MSI DIRECT PM
166	809800-00132	MSI DIRECT ENGINEERING SERVICES
5	809800-17041	MSI DIRECT MAINT SVC - 1YR
5	809800-17045	MSI DIRECT MAINT SVC - 5YR
5	809800-51012	ECH SERVICE MGMT PER POS 1YR
5	809800-51017	ECH SERVICE MGMT PER POS 5YR
<b>Training</b>		
3	000001-06701	V9-1-1 AGENT TRNG
	Note: VESTA® 9-1-1 Agent bundle includes (1) 1/2 day class of Agent training for up to 8 students. Includes trainer's daily training expenses and travel. VESTA® 9-1-1 Agent training does not include training on the SIP phones. SIP phone training is a separate class and can be quoted upon request.	
1	000001-06704	V9-1-1 ADMIN FOR STD
	Note: VESTA® 9-1-1 Admin bundle includes (1) 1 1/2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.	
1	000000-24406	V-ANLYT LITE REMOTE TRNG
	Note: VESTA® Analytics LITE comes standard with a demo video on the use of VESTA® Analytics LITE. This course is an optional course for those customers that require an instructor led course. VESTA® Analytics LITE Remote Training is a 2 Hour Remote course that is typically provided 30 - 45 days post cut.	

## 7.3 VESTA 9-1-1 Services

CommandCentral Cloud Services		
QTY	NOMENCLATURE	DESCRIPTION
<b>VESTA® 9-1-1 Citizen Input and Smart Transcription</b>		
1	870899-60002.0	V911 CLOUD INTERFACE - NO API
5	873090-11302	V911 SMART TRANSCPT LIC
5	873090-11301	V911 CITIZEN INPUT LIC
20	809800-35601	CI/ST BUNDLE NAMED USER 1YR
20	809800-35605	CI/ST BUNDLE NAMED USER 5YR
<b>VESTA® 9-1-1 Citizen Input and Smart Transcription Implementation Services</b>		
	Note: System Implementation services are required for installation of Citizen Input / Smart Transcription bundle.	
5	809800-16990	CI / ST BUND SYS IMP- PER POS
1	809800-16991	CI / ST BUND SYS IMP- 1ST AGENCY/ SITE
	Note: Citizen Input, Smart Transcription and Aware require a firewall (60E or 60F) per host for internet connectivity.	
Cybersecurity Services		
QTY	NOMENCLATURE	DESCRIPTION
<b>Managed Detection &amp; Response - Core Service</b>		
	Note: Includes 24/7 SOC, ActiveEye Portal and EDR (Endpoint Detection & Response).	
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
	Note: Annual Subscription - Year 1	
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
	Note: Annual Subscription - Year 2	
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
	Note: Annual Subscription - Year 3	
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
	Note: Annual Subscription - Year 4	
1	SSV06S03498A	MDR VESTA CORE SVC PER YEAR
	Note: Annual Subscription - Year 5	
<b>Managed Detection &amp; Response - Console Service</b>		
5	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
	Note: Annual Subscription - Year 1	
5	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
	Note: Annual Subscription - Year 2	
5	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
	Note: Annual Subscription - Year 3	
5	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
	Note: Annual Subscription - Year 4	



5	SSV06S03499A	MDR VESTA PER CONSOLE PER YEAR
Note: Annual Subscription - Year 5		
<b>Installation Services</b>		
80	809800-17007	FIELD ENG-STANDARD

## 7.4 Watson Furniture

QTY	NOMENCLATURE	DESCRIPTION
1	HD6H153918R-N	MERCURY PRO HUB, 15"D x 39"W x 18"H, RIGHT HAND, NO GROMMET
2	HD6H243918C	MERCURY PRO HUB, 24"D x 39"W x 18"H, CENTER
1	HD6H243918L-N	MERCURY PRO HUB, 24"D x 39"W x 18"H, LEFT HAND, NO GROMMET
1	HD6H243918R-N	MERCURY PRO HUB, 24"D x 39"W x 18"H, RIGHT HAND, NO GROMMET
2	HD6H245118L-G	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, WITH GROMMET
1	HD6H245118R-G	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, WITH GROMMET
5	HD6W3666D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 66"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY
2	HG6TD66	MERCURY TECH BRIDGE, DOUBLE SIDED 23" D X 18"H, FOR A 66"W CONSOLE
1	HG6TS66N	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 66"W CONSOLE, NO GROMMET
5	HGA	MERCURY ARRAY
5	HGA	MERCURY ARRAY
1	HGBS1518S-R	MERCURY BRIDGE SPACER, 15"D x 18"H SINGLE, RIGHT HAND
1	HGBS2418D-C	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, CENTER
1	HGBS2418D-L	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, LEFT HAND
1	HGBS2418D-R	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND
1	HGBS2418S-L	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, LEFT HAND
2	HGETSFT3948D	MERCURY END STACKING TECH STORAGE FULL TECH, 11.375"D X 39"W X 48"H, DUAL
1	HGSOCBKT48L	MERCURY OUTSIDE CORNER BRACKET, 48"H
1	HGSOCBKT48R	MERCURY OUTSIDE CORNER BRACKET, 48"H
3	HGSR3948F	MERCURY RETURN SCREEN, 39"W x 48"H, ALL FABRIC PANEL
3	HGSR5148F	MERCURY RETURN SCREEN, 51"W x 48"H, ALL FABRIC PANEL
1	HGSRE3948F	MERCURY RETURN SCREEN, SINGLE FABRIC PANEL, 39"W x 48"H
1	HGSRE3948F	MERCURY RETURN SCREEN, SINGLE FABRIC PANEL, 39"W x 48"H
3	HGSS6648F	MERCURY SPINE SCREEN, 66"W x 48"H, ALL FABRIC PANEL
2	HGSWIBKT48	MERCURY WINGED BRACKET, 48"H
2	HGTB242030L	MERCURY TECHNOLOGY BASE, 24"D x 20"W x 30"H, LEFT HAND
1	HGTB242030R	MERCURY TECHNOLOGY BASE, 24"D x 20"W x 30"H, RIGHT HAND
1	HHC1518	MERCURY HUB COVER, 15"D x 18"H
4	HHC2418	MERCURY HUB COVER, 24"D x 18"H
10	TXXHGMHSJ	MOTOROLA HEADSET JACK BRACKET, FOR LINEAR CONSOLES
20	TXXHGMSPK	MOTOROLA SPEAKER BRACKET
5	TXXTECHAUDIO25	TECH LINK, 3.5MM STEREO AUDIO JACK, BLACK, 25' CORD
5	TXXTECHDATA25	TECH LINK, CAT6 / RJ45, DATA, BLACK, 25' CORD
5	TXXTECHPH25	TECH LINK, RJ11 / RJ12 PHONE JACK, BLACK, 25' CORD

QTY	NOMENCLATURE	DESCRIPTION
20	TXXTECHUSB15	TECH LINK, SINGLE USB A, DATA, BLACK, 15' CORD
10	TXXTECHUSBP-ACB	TECH LINK, USB A+C, CHARGER, BLACK
20	TXXUSBC-DATA	TECH LINK, SINGLE USB C, DATA, BLACK, 15' CORD
1	WAKEY-STD	MASTER KEY, STANDARD LOCK (082000)
1	WELCOMEPACKET	WATSON CONSOLES WELCOME PACKET

Section 8

# Pricing Summary

Motorola is pleased to provide the following equipment and services to the City of Hyattsville, MD.

## 8.1 Equipment and Installation

Description	Price (\$)
Site, Dispatch, UPS, and Microwave Equipment and Furniture	\$807,721.00
<b>MWCOG Discount on Equipment</b>	<b>(\$90,296.00)</b>
System Integration and Installation of Equipment and Furniture	\$1,066,847.00
VESTA 911 Equipment and Installation (Includes Year 1 Services)	\$393,656.00
<b>Total</b>	<b>\$2,177,928.00</b>
<b>System Discount</b>	<b>(\$182,928.00)</b>
<b>Price</b>	<b>\$1,995,000.00</b>
<b>OUT YEAR SERVICES</b>	
SUAll and Maintenance on five (5) Dispatch Consoles and Microwave Years 2-5	\$236,264.00
VESTA Software Support and Onsite Maintenance Years 2-5	\$185,920.00
VESTA CommandCentral Cloud Services Years 2-5	\$42,420.00
VESTA Cybersecurity Services Years 2-5	\$87,000.00
<b>Out Years Services Total</b>	<b>\$551,604.00</b>
<b>TOTAL SALE PRICE</b>	<b>\$2,546,604.00</b>

Following table shows the breakdown of the services cost per year

Outyears	Year 2/ 2026	Year 3/ 2027	Year 4/ 2028	Year 5/ 2029	Year 6/ 2030	Totals
Maintenance - Radio	\$13,216	\$13,744	\$14,294	\$14,866	\$15,461	\$71,581
SUAll - Radio	\$29,624	\$31,162	\$32,814	\$34,599	\$36,484	\$164,683
Vesta Software support	\$37,184	\$37,184	\$37,184	\$37,184	\$37,184	\$185,920
Vesta Command Central Cloud Services	\$8,484	\$8,484	\$8,484	\$8,484	\$8,484	\$42,420
Vesta Cybersecurity Services	\$17,400	\$17,400	\$17,400	\$17,400	\$17,400	\$87,000
Totals	\$105,907	\$107,974	\$110,176	\$112,533	\$115,013	\$551,604

## 8.2 Payment Milestones

### System Purchase (excluding Subscribers, if applicable)

	Payment Milestones	Payment
1.	Execution of Contract	5%
2.	Acceptance of the Functional System Description and Design Review	20%
3.	Delivery of the applicable System Hardware and Equipment	45%
4.	Installation of the System Hardware at Customer Site	10%
5.	Final Acceptance	20%

*For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).*

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

**Section 9**

# Contractual Documentation

Per the terms in the original communication system agreement.

## Subscription Services Addendum

This Subscription Services Addendum to the **Motorola-Metropolitan Washington Council of Governments (COG) contract 21-069 dated May 19, 2021** (“Primary Agreement”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the Primary Agreement (“**Customer**”) (“**SSA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Primary Agreement.

### 1. Addendum.

**1.1. Scope.** This SSA governs Customer’s purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola and provides additional and/or different terms and conditions that govern the sale of Subscription Services. This SSA will be subject to, and governed by, the terms of the Primary Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of the SSA and an associated Ordering Document, the terms and conditions of the Ordering Document will take precedence over the SSA. Additional Subscription Services-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer.

**1.2. Definitions.** Capitalized terms used in this SSA shall have the following meanings:

- 1.2.1. “**Authorized Users**” shall mean Customer’s employees, full-time contractors engaged for the purpose of supporting the Subscription Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.
- 1.2.2. “**Customer Contact Data**” shall mean data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes.
- 1.2.3. “**Customer Data**” shall mean data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Subscription Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data;
- 1.2.4. “**Customer-Provided Equipment**” shall mean certain components, including equipment and software, not provided by Motorola that may be required for use of the Subscription Services.
- 1.2.5. “**Documentation**” shall mean documentation for the Subscription Services, Motorola Software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.
- 1.2.6. “**Equipment**” shall mean hardware provided by Motorola.
- 1.2.7. “**Feedback**” shall mean comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.

- 1.2.8. **“Fees”** shall mean fees and charges applicable to the Subscription Services and set forth in an Ordering Document.
- 1.2.9. **“Motorola Data”** shall mean data owned or licensed by Motorola;
- 1.2.10. **“Ordering Documents”** shall mean statements of work, technical specifications, and other ordering documents setting forth the Subscription Services to be purchased by Customer and provided by Motorola.
- 1.2.11. **“Process” or “Processing”** shall mean any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.2.12. **“Service Use Data”** shall mean data generated by Customer’s use of the Subscription Services or by Motorola’s support of the Subscription Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use;
- 1.2.13. **“Subscription Services”** shall mean hosted software-as-a-service provided to Customer, and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis.
- 1.2.14. **“Subscription Software”** shall mean software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis associated with the Subscription Services.
- 1.2.15. **“Third-Party Data”** shall mean information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Services.

## 2. **Delivery of Subscription Services.**

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

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

**2.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user

credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms provided herein.

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

**2.5. Equipment Title.** Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this SSA or in the Ordering Documents, title to any Equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this SSA will be governed by the terms and conditions set forth in the Primary Agreement.

### **3. Subscription Software License, Restrictions, and Obligations.**

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

**3.2. End User Licenses.** Notwithstanding any provision to the contrary in this SSA, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software and Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or Subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software or Subscription Services with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, Subscription



Services or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Software or Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software or Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software, Subscription Services or its related systems or networks.

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

**3.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Subscription Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Subscription Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Subscription Services, including the right for Motorola to access, store, and process such Non-Motorola Content, and to otherwise enable interoperation with the Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Subscription Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Subscription Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Subscription Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in Section 14.3 – Intellectual Property Infringement of the Primary Agreement.

## **4. Term.**

**4.1. Subscription Terms.** The duration of Customer's subscription to the Subscription Services and any associated recurring Services ordered under this SSA (or the first Subscription Services or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Services (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period

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

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

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

**4.4. Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one-year, early termination by Customer will result in an early termination fee, representing a return of the discount off of list price.

**4.5. Cancellation Fee.** If a minimum Initial Subscription Period applies and Customer terminates prior to the end of the minimum Initial Subscription Period, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the minimum Initial Subscription Period.

**4.6. No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Term, other subscription period set forth in the Ordering Documents, or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

**4.7. Suspension of Services.** Motorola may terminate or suspend any Subscription Services or Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Services is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

**4.8. Wind Down of Subscription Services.** In addition to the termination rights in the Primary Agreement, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Services or Services to customers.

**4.9. Effect of Termination or Expiration.** Upon termination for any reason or expiration of the Primary Agreement, this SSA, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this SSA, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Subscription Services already delivered. Customer has a duty to mitigate any damages under this SSA, including in the event of default by Motorola and Customer's termination of this SSA.

## **5. Payment.**

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

**5.2. No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and Fees associated with this SSA will not be subject to any most favored pricing commitment or other similar low price guarantees.

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

**5.4. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may

invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for the Subscription Services.

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

## **6. Liability.**

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

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

## **7. Proprietary Rights; Data; Feedback.**

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

from, merge with other software, distribute, sublicense, sell, or export the Subscription Services or other Motorola Materials, or permit any third party to do so.

**7.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this SSA including the right to Process and use the Customer Data as set forth in Section 7.3 – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section 7.3.3 – Sub-processors.

**7.3. Processing Customer Data.**

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

7.3.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with the Subscription Services), and Motorola’s use of such Customer Data in accordance with this SSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola’s and its subcontractors’ use) of the Customer Data as described in this SSA.

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

**7.4. Data Retention and Deletion.** Except for anonymized Customer Data, as described above, or as otherwise provided under this SSA, Motorola will delete all Customer Data following termination or expiration of this SSA, the applicable Addendum, or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to Section 17.7 – Notices of the Primary Agreement. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

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

**7.6. Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Subscription Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in an Ordering Document or Subscription Services-specific Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this SSA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates this SSA, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this SSA to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Subscription Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

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

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

**7.9. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at

[https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Primary Agreement to allocate the respective roles as joint controllers.

## 8. Security.

**8.1. Industry Standard.** Motorola will maintain industry standard security measures to protect the Subscription Services from intrusion, breach, or corruption. During the term of this SSA, if the Subscription Services enables access to Criminal Justice Information (“CJI”), as defined by the Criminal Justice Information Services Security Policy (“CJIS”), Motorola will provide and comply with a CJIS Security Addendum. Any additional security measure desired by Customer may be available for an additional fee.

**8.2. Background checks.** Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

**8.3. Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Customer Contact Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Subscription Services if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Subscription Services or Motorola's own security measures.

**8.4. Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

## 9. General Provisions.

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

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

**9.3. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Subscription Services, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including

individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Subscription Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this SSA to verify compliance with this SSA. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of this SSA, in which case Customer will be responsible for such expenses and costs.

**9.4. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 7 – Proprietary Rights; Data, Feedback, Section 8 – General Provisions**, and where the context of any section indicates an intent that such section shall survive the term of this SSA, then such section shall survive.



## Data Processing Addendum \_US

This Data Processing Addendum, including its Schedules and Annexes (“DPA”), forms part of the Master Customer Agreement (“MCA” or “Agreement”) to reflect the parties’ agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, this DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer’s use of those new features or supplements.

### 1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

“**Customer Data**” means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

“**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

“**Data Protection Laws**” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“**Data Subjects**” means the identified or identifiable person to whom Personal Data relates.

“**Metadata**” means data that describes other data.

“**Motorola Data**” means data owned by Motorola and made available to Customer in connection with the Products and Services.

“**Personal Data**” or “**Personal Information**” means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Security Incident”** means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

**“Service Use Data”** means data generated about the use of the Products and Services through Customer’s use or Motorola’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

**“Sub-processor”** means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

**“Third Party Data”** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

## **2. Processing of Customer Data**

**2.1. Roles of the Parties.** The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled “Sub-processors” below.

**2.2. Motorola’s Processing of Customer Data.** Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer’s documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer’s use and configuration of features in the Products and Services, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s Agreement. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

**2.3. Details of Processing.** The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

**2.4. Disclosure of Processed Data.** Motorola must not disclose to or share any Customer Data with any third party except to Motorola’s sub-processors, suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law. Motorola must ensure that its personnel are subject to a duty of

confidentiality, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data.

**2.5. Customer's Obligations.** Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws. Customer agrees that it has implemented administrative, physical and technical safeguards for Customer's environment and operations that are no less rigorous than accepted industry practices and shall ensure that all such safeguards comply with applicable data protection and privacy laws. Customer agrees that Motorola shall not be liable for any Security Incident arising from Customer's breach of this requirement.

**2.6. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to Customer's failure to comply with its obligations under this Agreement and/or applicable Data Protection Laws. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

**3. Service Use Data.** Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.

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

suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**5. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement) as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

## **6. Sub-processors.**

**6.1. Use of Sub-processors.** Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

**6.2. Changes to Sub-processing.** The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may terminate this Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

**6.3. Data Subject Requests.** Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

## 7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

**8. Security.** Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

**9. Security Incident Notification.** If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

## 10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

## 11. Audit Rights

**11.1 Periodic Audit.** Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or

otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

**11.2 Satisfaction of Audit Request.** Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

**11.3 Audit Process.** Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

## **12. Regulation Specific Terms**

**12.1. HIPAA Business Associate.** If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement: "Customer and Motorola agree that no Business Associate Agreement is required. Motorola is not a Business Associate of Customer's, and Customer agrees that it will not share or provide access to Protected Health Information to Motorola or Motorola's subprocessors."

**12.2. FERPA.** If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law.

**12.3. CJIS.** Motorola agrees to support the Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola “screened” personnel as defined by the CJIS Security Policy to serve as an authorized “escort” within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer’s request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

**12.4. CCPA / CPRA.** If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act (“CCPA”) and/or the California Privacy Rights Act (“CPRA”) (collectively referred to as the “California Privacy Acts”), Customer acknowledges that Motorola is a “Service Provider” within the meaning of California Privacy Acts. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any “sale” exemption. In no event will Motorola sell any such data, nor will M. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Act or Act’s definition of personal data. Motorola shall provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

**12.5 CPA, CTDPA, VCDPA.** If Motorola is Processing Personal Data within the scope of the Colorado Privacy Rights Act (“CPA”), the Connecticut Data Privacy Act (“CTDPA”), or the Virginia Consumer Data Protection Act (“VCDPA”) Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation.

**Motorola Contact.** If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at [privacy1@motorolasolutions.com](mailto:privacy1@motorolasolutions.com).

**Motorola: Motorola Solutions, Inc.**

**Customer: [REDACTED]**

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

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

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

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

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

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

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

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





## ANNEX I

### A. LIST OF PARTIES

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.

**Name:** ...

**Address:** ...

**Contact person's name, position and contact details:** ...

**Activities relevant to the data transferred under these Clauses:** ...

**Signature and date:** ...

**Role (controller/processor):** Controller

2.

...

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1.

**Name:** Motorola Solutions, Inc.

**Address:** ...

**Contact person's name, position and contact details:** ...

**Activities relevant to the data transferred under these Clauses:** ...

Signature and date: ...

**Role (controller/processor):** Processor

2. ...

### B. DESCRIPTION OF TRANSFER

### ***Categories of data subjects whose personal data is transferred***

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

### ***Categories of personal data transferred***

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;

- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);

- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified under applicable law or regulation.

***Sensitive data transferred*** (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

...

***The frequency of the transfer*** (e.g. whether the data is transferred on a one-off or continuous basis).

Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

### ***Nature of the processing***

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

### ***Purpose(s) of the data transfer and further processing***

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

***The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period***

Data retention is governed by Section 10 of this Data Processing Addendum

***For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing***

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

---

## ANNEX II

### TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

#### ***Measures of pseudonymisation and encryption of personal data***

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymisation.

#### ***Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services***

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors. The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

#### ***Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident***

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

#### ***Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing***

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

### ***Measures for user identification and authorisation***

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data, including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

### ***Measures for the protection of data during transmission***

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

### ***Measures for the protection of data during storage***

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

### ***Measures for ensuring physical security of locations at which personal data are processed***

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard

workstation, device and media controls designed to further protect Customer Data, including personal information.

### ***Measures for ensuring personnel security***

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

### ***Measures for ensuring events logging***

Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at [https://www.motorolasolutions.com/en\\_us/about/trust-center/security.html](https://www.motorolasolutions.com/en_us/about/trust-center/security.html)

### ***Measures for certification/assurance of processes and products***

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.



### ***Measures for ensuring data minimisation***

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimisation. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimisation.

### ***Measures for ensuring data quality***

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

### ***Measures for ensuring limited data retention***

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

### ***Measures for ensuring accountability***

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

### ***Measures for allowing data portability and ensuring erasure***

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

### ***For transfers to (sub-) processors***

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

## ANNEX III

### LIST OF SUB-PROCESSORS

#### EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors. The controller has authorised the use of the following sub-processors:

1.

Name: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

2.

...



# City of Hyattsville

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

## Agenda Item Report

---

**File #:** HCC-370-FY24

6/10/2024

11.a.

---

Submitted by: Nate Groenendyk  
Submitting Department: City Clerk  
Agenda Section: Motion to Close

**Item Title:**

**Motion to Close - Note: Council will Not Return to Open Session**

**Suggested Action:**

I move the Mayor and Council close the Council Meeting of June 10, 2024, to discuss the performance evaluation and compensation of an employee over whom this public body has jurisdiction.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

**Summary Background:**

N/A

**Next Steps:**

N/A

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Recommend support.

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 4 - Foster Excellence in all City Operations

**Legal Review Required?**

Complete