

Mayor and Council

Strategic Plan Status Update, Executive Session, Work Session & Special Session (54th Voting Session)

November 1, 2022

Agenda

"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."

"The City of Hagerstown shall be a community focused municipality"

10:00 AM Strategic Plan Status Update

EXECUTIVE SESSION

3:00 PM 1. The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

3:00 PM 2. Executive Session Agenda

4:00 PM WORK SESSION

4:00 PM 1. American Rescue Plan Act of 2021 (ARPA) Allocations and Update - Michelle Hepburn, Chief Financial Officer, and Brooke Garver, Accounting and Budget Manager

4:15 PM 2. FY24 Preliminary Budget for General Fund Agency Contributions - Michelle Hepburn, Chief Financial Officer

4:35 PM 3. Solid Waste Curbside Services Rate Adjustments for 2023 - Rodney Tissue, City Engineer, and Michelle Deverin, Waste Management of Pennsylvania, Inc.

5:00 PM 4. Ordinance to License Hotels/Transient Housing - Kathleen Maher, Director of Planning and Code Administration, and Paul Fulk, Neighborhood Services Manager (material to be presented)

SPECIAL SESSION

5:30 PM 1. Special Session (54th Voting Session)

2. Public Hearing: Cable Franchise Agreement with Comcast

3. Approval of Ordinance: Amending City Code by Repealing Chapter 197, Rental Facilities, and Re-enacting Chapter 197 with Amendments of a Technical Nature Recommended by the City Attorney

4. Introduction of an Ordinance: Approving Cable Television Franchise Agreement with Comcast

5. Approval of a Resolution: Approval of \$ 20,000 American Rescue Plan Act (ARPA) Funding to Support the FSU HUB@USMH Early Childhood Learning Program

6. Approval of Purchase of 14 Drones for Hagerstown Police Department

7. Approval of a Pre-Owned Vehicle Purchase for Hagerstown Police Department

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Strategic Plan Status Update

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Strategic_Plan_2021-2024.pdf

Description

Strategic Plan 2021-2024

City of Hagerstown - Strategic Plan 2021-2024

Vision Statement

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.

Mission Statement

The City of Hagerstown shall be a community focused municipality.

Focus Area NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	Focus Area PUBLIC SAFETY	Focus Area PUBLIC FACILITIES AND INFRASTRUCTURE	Focus Area ECONOMIC DEVELOPMENT
Goal Statement The citizens of Hagerstown will experience a high quality of life.	Goal Statement The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.	Goal Statement The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.	Goal Statement The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
Objectives • Identify and prioritize blighted structures and rehabilitation of these parcels to allow placement back on the real property tax roll. • Sustaining and improving Planning, Code and Zoning policies and laws for continued neighborhood protections. • Promote neighborhood-based services and citizen engagement by defining neighborhood boundaries and identities and by expanding Neighborhoods 1st programming. • Continue to improve conditions in neighborhoods by working with owners, tenants and investors utilizing the Rental Facilities and Vacant Structures programs. • Promote neighborhoods that demonstrate community pride on a regular basis • Develop partnerships to create a public housing plan and diversify housing balance • Strategic Community Revitalization Approach	Objectives • Support the manpower and capital needs of the City Police, Fire, Code and Public Works Departments. • Focus attention and resources to recruitment and retention in the Police Department. • Sustain a focus for the City Fire System and the all hazards mission. • Work with State delegation and community stakeholders to develop legislation and programs to address gangs, violence, drug activity and juvenile crimes. Invest in Youth Violence Prevention Initiative • Continue focus on the opioid epidemic through collaborating with community stakeholders and through the continuing opioid litigation. • Explore 24-Hour Crisis Center in partnership with hospital, health department, other partners	Objectives • Planning for construction of a third parking deck and incorporate new technologies that provide and promote a more customer-oriented parking experience throughout the City owned parking facilities and lots. • Implementation of Stormwater Restoration Plan and continually review fee structure. • Support current improvement plan to the Breichner Water Plant, Edgemont Reservoir and surrounding watershed properties. • Using the data from an updated street Pavement Condition Survey, make future pavement maintenance decisions. • Support MML Legislative priority to restore HUR permanently • Ensure sustainability of our water/wastewater distribution and apply industry best management practices. • Reserve capacity of water/wastewater for the City and its growth priorities.	Objectives • Implement the Community's City Center Plan to promote economic development and strong neighborhoods • Review of Pre-annexation agreements and continue to explore new possibilities for annexation opportunities. • Continued marketing of City owned properties to the private sector and attracting tenants to available space in City-owned property and managing lease agreements and lease renewals. • Business Retention, Expansion and Attraction. • Continued administration of incentive programs including the Invest Hagerstown Grant. • Engage in an updated community center city plan

City of Hagerstown - Strategic Plan 2021-2024

Vision Statement

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.

Mission Statement

The City of Hagerstown shall be a community focused municipality.

<u>Focus Area</u> CITIZEN-BASED GOVERNMENT	<u>Focus Area</u> FISCAL ACCOUNTABILITY	<u>Focus Area</u> PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	<u>Focus Area</u> INNOVATIVE/ PROGRESSIVE GOVERNMENT
Goal Statement The City of Hagerstown is an ethical and financially responsible government.	Goal Statement The City of Hagerstown will strive for continuous improvement of fiscally responsible decision making.	Goal Statement The City of Hagerstown supports a culturally vibrant community.	Goal Statement The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and the organization.
Objectives • Promote awareness and understanding of the City's finances through accessible and easy-to-use data presentations. • Continue to support the Main Street Program and those volunteer groups. • Grow a foundation of active and engaged residents to serve on various City boards and commissions. • Improve access to City website information for mobile device users. • Create text message opportunities to promote events, meetings and important alerts • Continue and enhance Hagerstown Youth Council • Support A&E Committee	Objectives • Grow assessable base (see Neighborhood Revitalization & Sustainability). • Promote improvements to the State tax assessment and appeals process. • Continue to strive for the most efficient management of departmental resources and expense controls. • Evaluate the future structure and delivery of City services within the availability of our community's financial resources and in response to the needs of Hagerstown's citizens and businesses. • Continued review of Fiscal policies and make recommendations for any changes. • Continue work on the Utility Rate structures for Water, Wastewater and Stormwater. •Address staffing in all departments including competitive salary.	Objectives • Construct a Splash Pad. • Continue to develop and expand programs through the Parks & Recreation Division to increase active, healthy living for our citizens. • Continue to develop programs that add public art throughout City neighborhoods, parks and public gathering places on an annual basis. • Invest in Public Art Commissions efforts to increase public art in the City • Make public space inviting and a focal point • Develop a Wheaton Park Improvement Plan • Grow interconnected pedestrian walkability	Objectives • High focus on Customer Service innovations to enhance the customer service experience. • Full Service / 24 hour access to City services through implementation of a customer kiosk in the Downtown area. • Provide ability for application for all types of City permits online, 24x7 access. • Charter and City Code amendment review. (Possible creation of Ad-Hoc committee). • Human Resource technology focus on ways to automate or streamline routine tasks • Support and explore energy sustainability options

City of Hagerstown - Strategic Plan 2021-2024

Vision Statement

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.

Mission Statement

The City of Hagerstown shall be a community focused municipality.

<u>Focus Area</u> COMMUNITY PROMOTION / PRIDE	<u>Focus Area</u> ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	<u>Focus Area</u> MISC PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	
Goal Statement The City of Hagerstown will improve our Community Image.	Goal Statement . The City of Hagerstown will be creative and diversify opportunities for Economic Development through nontraditional means.	Goal Statement The City of Hagerstown takes a creative approach at finding solutions.	
Objectives • Creation of an Image/Marketing Plan • Taking image management and enhancement messaging outside of Hagerstown and Washington County. • Utilize all means of media outlets and partners to promote our messaging including our own studio and help of organizations such as MML, trade shows, professional conferences, Chamber etc. • City hosted block parties, diversity events, and other inclusive, unique opportunities • City hosted Neighborhood Cleanup Events • Development of Mayoral Ambassador Program across all communities outside of N1 program • Host public meetings in the community	Objectives • Indoor Sportsplex RFP and development by 2023 including property acquisition for redevelopment. • Amphitheater exploration and RFP • Finish Skateboard Park by 2022 • Support and expand opportunities at existing recreation facilities.	Objectives • Enhance community partnerships to help address homeless issues including housing crisis, mental health and lack of year round shelter • Work to address food deserts • Expand Bridge to Change Program by working with other organizations • Solutions based meetings approach • Expand "Operation Take Back" approach • Neon Light Project and other "light up" promotions • Find solution for tax differential and fair fire funding or consider pulling resources • Address long term MRGA water/wastewater plan • Public Restrooms	

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

October_4__2022_Executive_Session.pdf

Description

Executive Session Agenda



EXECUTIVE SESSION

MAYOR & CITY COUNCIL

OCTOBER 4, 2022

AGENDA

3:00 p.m. EXECUTIVE SESSION

1. To discuss the appointment, employment, assignment, promotion, discipline, demotions, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; (#1)
**Hagerstown Youth Council Members*
2. To consider the acquisition of real property for a public purpose and matters directly related thereto; (#3)
**Proposed Antietam Street Parking Deck*
**Acquisition of other property*
3. To consult with counsel to obtain legal advice; (#7)
**Consult with attorney – 2 items*

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)**
(Subsection is noted in parentheses)

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: October 4, 2022

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:00 p.m.

AUTHORITY: **ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE:** **Section 3-305(b) :**

1. To discuss:
 - ☒ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☒ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☐ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☒ 7. To consult with counsel to obtain legal advice;
- ☐ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

EXECUTIVE SESSION AGENDA

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Executive Session Agenda

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

November_1__2022_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
NOVEMBER 1, 2022
AGENDA**

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“The City of Hagerstown shall be a community focused municipality.”

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

3:00 p.m. EXECUTIVE SESSION

1. To consult with staff, consultants, or other individuals about pending or potential litigation; (#8)
**Potential litigation*
2. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)
**Three business proposals*

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)
(Subsection is noted in parentheses)**

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: November 1, 2022

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:00 p.m.

AUTHORITY: **ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE:** **Section 3-305 (b) :**

1. To discuss:
 - ☐ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☐ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☒ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☐ 7. To consult with counsel to obtain legal advice;
- ☒ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

EXECUTIVE SESSION AGENDA

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

American Rescue Plan Act of 2021 (ARPA) Allocations and Update - *Michelle Hepburn, Chief Financial Officer, and Brooke Garver, Accounting and Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

11.1.22_ARPA_Allocations_and_Quarterly_Update.pdf

Description

American Rescue Plan Act
Allocations and Quarterly
Update 11.1.22



CITY OF HAGERSTOWN, MARYLAND

Finance Department
301-739-8577 X160

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

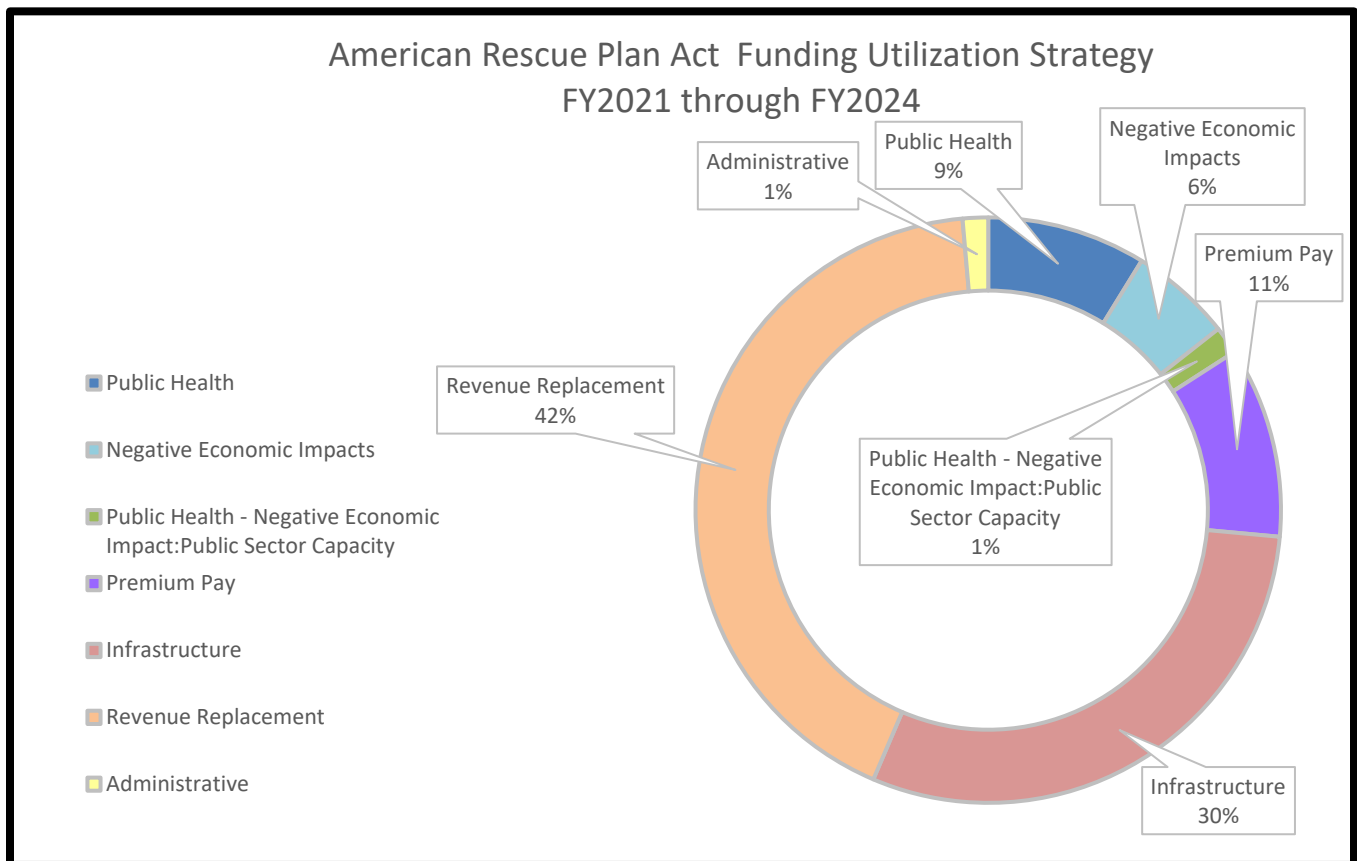
Date: November 1, 2022

Subject: American Rescue Plan Act of 2021 (ARPA) Allocations and Update

ARPA funding provided to the City totals \$20.4 million dollars. All of the funding has been received and deposited into a separate account. The City has spent \$4.75 million or approximately 23.3% of that total funding as of October 27, 2022:

- FY21 - \$2.15 million
- FY22 - \$2.11 million
- FY23 through October 27 - \$0.49 million

As a reminder, the IRS defined seven different eligible categories in which this funding can be spent. Each category has specifications on eligibility criteria. The seven categories include the following: Public Health, Negative Economic Impacts, Negative Economic Impact: Public Sector, Premium Pay, Infrastructure, Revenue Replacement, and Administrative. The chart below reflects the current allocation and strategy of how the City plans to spend the \$20.4 million.



City staff will review the attached ARPA Funding charts and status of the overall allocation plan.

City of Hagerstown

ARPA Funding Summary as of October 2022: Projects Allocated and Started

Public Health	Negative Economic Impact	Negative Economic Impact: Public Sector	Infrastructure	Revenue Replacement	Premium Pay/Administrative
Hagerstown Ice Rink Description: Required upgrades to air intake dehumidification system Spent to Date: \$190,425 \$190,425	Convention and Visitor's Bureau (CVB) Description: Aid to assist with marketing, advertising and sponsorships for tourism industry impacted by COVID-19 Spent to Date: \$350 \$125,350	2-Factor Authentication Software Description: Additional security for the City's network Spent to Date: \$26,675 \$26,675	Pump Station #13 Description: Will address service demands from flow transfer area Spent to Date: \$0 \$2,420,000	HFD Ladder Truck Description: Purchase of additional ladder truck for fire department Spent to Date: \$732,336 \$1,200,000	Premium Pay (city employees) Description: Pandemic compensation for essential employees Spent to Date: \$2,153,000 \$2,153,000
32 N. Potomac Purchase Description: Relocation of Customer Service/Billing Spent to Date: \$825,000 \$1,000,000		Outreach Coordinator Position Description: New position to be a liaison between the city and social service agencies Spent to Date: \$8,569 \$90,000	Pump Station #9/#33 Description: Will address service demands from flow transfer area Spent to Date: \$0 \$3,000,000	Backhoe Purchase Description: For service and maintenance in Public Works and Parks/Rec Dept Spent to Date: \$128,414 \$128,414	Grant Coordinator Description: Estimated annual salary/benefits for 3-year temporary position Spent to Date: \$91,472 \$288,000
Isolation/Quarantine Program (Goodwill) Description: Recruit/Hire 2 Outreach Coordinators for homeless coordinated entry services Spent to Date: \$0 \$12,800			Stormwater Project Description: Stormwater retention area at municipal stadium site Spent to Date: \$0 \$700,000	Camera Truck Description: Replacement of camera rig for pipe system maintenance Spent to Date: \$412,137 \$415,137	
				HPD Body-Worn Cameras Description: Purchase of Cameras/Taser/Virtual Training Program Spent to Date: \$174,265 \$522,796	
				PAL Roof Description: Roof repair Spent to Date: \$0 \$394,000	
				HFD Natural Gas Generator Description: Replacement of the natural gas powered diesel generator at fire station 3. Spent to Date: \$0 \$120,490	
\$1,203,225	\$125,350	\$116,675	\$6,120,000	\$2,780,836	\$2,441,000

Total ARPA Funds Received: \$20,421,010

Total Allocated Projects: \$12,787,086
 Remaining Unallocated Funds: \$7,633,924

City of Hagerstown

ARPA Funding Summary as of October 2022: Projects Proposed and Not Started

Remaining Unallocated Funds: \$7,634,274

Public Health	Negative Economic Impact	Negative Economic Impact: Public Sector	Infrastructure	Revenue Replacement	Premium Pay/Administrative
Behavioral and Mental Health Description: 24-Hour Crisis Center, Accreditation Costs for Service Providers, Expanding Availability of Counselors, Bridge Funding Gap for Treatment, Youth Violence Prevention Program	Negative Economic Impact Description: Increase educational/training opportunities for City residents, Expand transit for employment, HCC and USMH Scholarships, Affordable daycare program for students and new job seekers, Downtown Training Space	Office 365 Implementation Description: Purchase of software for upgrade and standardization of all city employee workstation systems, stabilizing operational environment.		HPD Firing Range Target System Description: Upgrade for the existing firearms system and modernization of training facility	
\$500,000	\$425,000	\$120,000		\$40,000	
Youth Violence Prevention Program Description: Funding to create program	Create Home Office Space Description: Funding to renovate space for home-offices	Citywide Phone System Upgrade Description: Upgrade of phone system to streamline and stabilize operations.		Fuel Station Mgmt and Tank Gauge System Description: Replacement of fuel management and tank gauge system, underground tanks and piping	
\$25,000	\$50,000	\$75,000		\$20,000	
	Support Local Artists & Bands Description: Provide incentives and support to local artists			Professional Court Extension Description: Costs shared with the county for development of new road access beyond the current eastern edge of the City to Robinwood/hospital area	
	\$25,000			\$1,150,000	
	Blight Eradication/Affordable Housing Description: Acquire, demolish/renovate blighted buildings, work with landlords to rehab rental properties or non-profit facilities			Drones Description: Purchase of drones for HPD	
	\$500,000			\$150,000	
	FSU HUB @USMH Description: Provide temporary funding to maintain early childhood learning program			City Hall Elevator Replacement	
	\$20,000			\$200,000	
				Placeholder for future governmental services needs: 32 N. Potomac basement; City Hall A/C	
				\$4,334,274	
\$525,000	\$1,020,000	\$195,000	\$0	\$5,894,274	\$0

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

FY24 Preliminary Budget for General Fund Agency Contributions - *Michelle Hepburn, Chief Financial Officer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

11.1.22_Agency_Contribution_Memo_FY24_Bud.pdf

Description

FY24 Preliminary Budget for
General Fund Agency
Contributions



CITY OF HAGERSTOWN, MARYLAND

Finance Department
301-739-8577 X156

To: Scott Nicewarner, City Administrator
From: Michelle Hepburn, Chief Financial Officer
Date: November 1, 2022
Subject: FY24 Preliminary Budget for General Fund Agency Contributions

Per the attached General Fund Agency Contribution policy, the November 1st Work Session provides the opportunity for Mayor and Council to discuss any adjustments to be included in the FY2023/24 budget for General Fund agency contributions.

As outlined in the policy, any changes to total funding levels or any changes to the agencies guaranteed to receive funding from the City will be considered by Mayor and Council by the end of October. The charts below summarize the agencies that will receive funding per the current policy and the total funding amounts:

8 agencies that will receive General Fund Agency Contributions:

Community Rescue Services
Hagerstown Municipal Band
Hagerstown Neighborhood Development Partnership (HNDP)
Maryland Symphony Orchestra
The Maryland Theatre
Washington County Historical Society
Washington County Museum of Fine Arts
Washington County Free Library

Total Funding for General Fund Agency Contributions:

Total for 8 agencies identified	195,000.00
Mayor and Council contingency	10,000.00
	\$ 205,000.00

Mayor and Council direction is requested to address two questions:

1. Are there any changes to the agencies identified that will receive General Fund contributions in FY2023/24? In FY2022/23, funding was subsequently provided to Heart of the Civil War Heritage Area in the amount of \$7,200 for the second year in a row.
2. Are there any changes requested in the funding levels established in the policy for FY2023/24?

Staff will be present for discussion at the November 1st Work Session.

City of Hagerstown
General Fund Agency Contribution Policy

Purpose:

The City of Hagerstown for many years has funded grants to local community agencies using annual appropriations in the General Fund as the source of this financial support. The purpose of this policy is the following:

- 1) To establish the level of General Fund funding support for agency contributions.
- 2) To define the City's timeline for this process.
- 3) To specify the City's requirements for the information to be provided by agencies seeking funding.
- 4) To outline the schedule for the City's distribution of funds to agencies receiving a grant of more than \$5,000.

Funding:

- 1) The Mayor and Council have established funding to be allocated toward 8 recipients identified by the City as core agencies. These agencies include the following:
 - a) Washington County Free Library
 - b) Washington County Museum of Fine Arts
 - c) Maryland Theatre
 - d) Maryland Symphony Orchestra
 - e) Hagerstown Municipal Band
 - f) Community Rescue Services
 - g) Hagerstown Neighborhood Development Partnership
 - h) Washington County Historical Society
- 2) The Mayor and Council have established a \$0 contingency for General Fund Agency Contributions.
- 3) The Mayor and Council have established that the total funding level range for General Fund Agency Contributions is between \$205,000 - \$272,100 to include funding all current obligations.

Timeline:

- 1) If needed, the Mayor and Council will consider changes to these funding levels for General Fund Agency Contributions in future fiscal years by the end of October.
- 2) The City will distribute application packets to community agencies in November.
- 3) Applications from agencies are due no later than the 2nd Friday of January. Submission of funding requests will not be received after this date.
- 4) The Mayor and Council will approve Community Agency funding from the General Fund by the end of May.
- 5) Agencies will be notified of the Mayor and Council's funding decision by mid-June for contributions to be available beginning July 1.

Application: The City of Hagerstown will consider a number of factors/criteria in approving funding requests. Agencies requesting more than \$5,000 in funding should include the following in their applications for funding:

- 1) A full description of how the requested grant from the City would be used to support agency operations, services, and capital improvements.
- 2) A summary of other local government funding sources and amounts including any grants received from Washington County or other municipalities.
- 3) A copy of the agency's most recent budget.
- 4) A copy of the agency's most recent financial report or audit prepared by an independent auditing firm.
- 5) A description of how the agency supports the goals of the City for downtown revitalization, expansion of the arts, culture, and education, neighborhood vitality, quality of life.
- 6) Agency service data related specifically to providing service and assistance to residents of the City of Hagerstown.

As part of the application and approval process an agency may be requested to make a presentation of their funding request and service information to Mayor and Council during a public work session.

Distribution of Funds:

- 1) The City will distribute grant funds to the agencies on a quarterly reimbursement basis beginning on October 1 of each year for those organizations receiving a grant of more than \$5,000. Other agencies can receive the full amount of their grant in July, the first month of the City's fiscal year.

Mayor and Council and City staff will review this policy at a minimum of every five years and update as necessary.

Approved by Mayor and Council November 25, 2014

Revised October 20, 2015

Revised October 18, 2019

Revised October 13, 2020

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Solid Waste Curbside Services Rate Adjustments for 2023 - *Rodney Tissue, City Engineer, and Michelle Deverin, Waste Management of Pennsylvania, Inc.*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Solid_Waste_Curbside_Services_Rate_Adjustments_2023.pdf

Description

Solid Waste Curbside
Services Rate Adjustments
for 2023



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

November 1, 2022

TO: Scott Nicewarner, City Administrator

FROM: Rodney Tissue, City Engineer *Roa*

RE: **Solid Waste Curbside Services**
Rate Adjustments for 2023
Contract 17-RR-12

1. Background

2023 will be the last year of the current collection contract with *Waste Management*. Next summer, the City Council will need to discuss bidding a new contract for 2024 and beyond (or possibly a further extension of the current collection contract). Currently the City charges residential units \$50/quarter which is 30% to 50% of the cost residents pay outside the City for a scaled-down curbside service.

Attached is a letter from *Waste Management* where they are seeking significant cost increases in the collection services for 2023. This is based on the increased cost of fuel, labor, but is primarily due to the ever evolving market for recycled items (plastic, metal and paper) where processing costs have risen dramatically.

The contract allows for price adjustments based on the Consumer Price Index (CPI) which has risen over 8% over the last 12 months.

2. Mayor and Council Action Requested:

Review the cost increases and discuss adjustments to the collection service fee which we will need to increase at an upcoming Regular Session to be effective January 1, 2023.

3. Discussion

a. **Increases**

The attached chart shows the impact of the *Waste Management's* requested increases on the residential collection program and shows a proposed total increase of \$118,365 per quarter. Dividing by the total number of residential units (currently 15,117) yields an increase to the residential collection service fee of around \$8 per quarter.

Options to decrease this adjustment include the following:

- Reduce recycling collection to once every-other week instead of weekly. This would result in no increase in recycling collection. I would suggest we don't do this now but consider this in future bid solicitations.
- By contract, we could enforce an increase based on the 8% CPI adjustment. In round numbers, this total increase would be around \$3 per quarter per residential unit. That said, there is no doubt that *Waste Management* is facing unprecedented cost increases, especially in the processing of recyclables, so special consideration may be warranted at this time.

Maybe there is a compromise position between the 8% increase and what *Waste Management* is requesting.

b. Totes

Included in *Waste Management's* letter is "*transition to cart limited program for MSW in the downtown area*". Essentially they are requesting that we start to move toward automated or at least semi-automated collection where the City would issue standard trash totes and the collection truck would be equipped to unload them with a mechanical device. Collection would only be trash in the tote and not on the ground.

Having standardized trash totes in the downtown Zone F to decrease the amount of visible trash bags on the sidewalks is something we have discussed for years. We would issue green or brown totes for trash to the residential properties in the downtown Zone "F". Zone F would require about 1000 totes and the estimated cost is about \$75,000 for 65 gallon totes (which should be adequate for twice a week collection that this zone receives). This one-time cost would need to be funded with a \$1/quarter increase in the residential collection service fee.

In the near future, issuing totes for trash City-wide so that contractors can use automated or semi-automated collection will be essential. Collection vendors have to find ways to reduce their labor requirements and costs.

All of these issues factor into a necessary increase in the residential collection service fee effective January 1, 2023. We also have 125 commercial units we collect and a similar increase in their collection service fee will also be required.

One last item, the "At Your Door" curbside hazardous waste collection program we presented to the Council in February 2021 is not going to happen due to environmental permitting issues. This saves future solid waste budget \$100,000 annually but is not funded in the current FY23 budget...

Staff and representatives from *Waste Management* will be present on Tuesday to discuss.

Attachment: Waste Management 10/12/22 letter
Chart of 2023 Residential Collection Fee Increases
Map of Zone "F"

c: Michelle Hepburn, Kathy Maher, Eric Deike, Paul Fulk, Jim Bender, John Creager



WASTE MANAGEMENT OF PENNSYLVANIA, INC.
9446 Letzburg Road
Greencastle, PA 17225

October 12, 2022

Rodney Tissue, PE
City Engineer
Department of Parks and Engineering
1 E Franklin St.
Hagerstown, MD 21740

Re: Contract 17-RR-12

Dear Mr. Tissue:

Waste Management of Pennsylvania Inc. would like to request consideration by the City of Hagerstown Mayor and City Council the following regarding the above referenced contract. While WM does recognize that some of the below items are not pursuant to contract specifications, we ask the City to understand the market conditions our industry is under and expected to face for the foreseeable future.

- Annual increase equivalent to 6% on MSW/YW collections service effective January 1, 2023
- Transition to a cart limited program for MSW in the downtown area (800-900) in first quarter with Hagerstown supplied 96-gallon containers
- Revise recycling collection and processing to (1) one of 4) four options:

Recycling	EOW	Weekly
Collection Only*	\$ 3.19	\$ 4.35
Collection and Processing**	\$ 4.35	\$ 6.50

*Hagerstown assumes responsibility for processing fee billed by AVW

**Waste Management continues to assume responsibility for processing fee billed by AVW with ability to pass on increases imposed by AVW

We appreciate the continued business from the City of Hagerstown and look forward to continuing to service your waste and recycling removal needs.

Best Regards,

Michelle Deverin
Area Public Sector Manager
Waste Management of Pennsylvania, Inc.



Collection Item	WM Current Monthly Fee	WM Proposed 2023 Monthly Fee	Total Residential Units Citywide	Overall Increase in Collection Cost
Municipal Solid Waste (Trash)	\$6.18	\$6.55 (6% increase)	15,117	\$5,593 per month 16,779 per quarter
Yard waste	\$1.47	\$1.56 (6% increase)	15,117	\$1,360 per month \$4,081 per quarter
Recycling	\$4.35	\$6.50 (50% increase)	15,117	\$32,502 per month \$97,505 per quarter
Trash Disposal	\$39.99	By contract, cannot increase above County disposal rate of \$40		
Total Residential Increase per Quarter				\$118,365

2023 Residential Collection Fee Increases



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Ordinance to License Hotels/Transient Housing - *Kathleen Maher, Director of Planning and Code Administration, and Paul Fulk, Neighborhood Services Manager (material to be presented)*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Special Session (54th Voting Session)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Public Hearing: Cable Franchise Agreement with Comcast

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Hearing_Notice_-
_Cable_Franchise_Agreement_with_Comcast.pdf

Description

Public Hearing Notice -
Cable Franchise Agreement
with Comcast

PUBLIC HEARING

CITY OF HAGERSTOWN PROPOSED FRANCHISE AGREEMENT WITH COMCAST

Notice is hereby given that a Public Hearing will be held on **Tuesday, November 1, 2022 at 5:30 p.m.** in the Council Chambers on the 2nd Floor of City Hall, 1 E. Franklin Street, Hagerstown, Maryland to discuss a proposed franchise agreement with Comcast and accept and hear public comment on the provisions of the agreement.

All interested citizens will have the opportunity to give written and oral comments. All citizens are encouraged to attend and comment. Individuals with questions regarding this hearing may call the City Clerk's office at (301) 739-8577, ext. 113. Telephone for the hearing impaired is (301) 797-6617.

By authority: Mayor and Council of the City of Hagerstown, Maryland

**CITY OF HAGERSTOWN,
MARYLAND**
Donna K. Spickler, City
Clerk
7922340 10/17, 10/18/22

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Ordinance: Amending City Code by Repealing Chapter 197, Rental Facilities, and Re-enacting Chapter 197 with Amendments of a Technical Nature Recommended by the City Attorney

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Approval_of_Ordinance_Repeal_and_Reenact_Chapter_197_11_1_2022.pdf

Approval of
Ordinance -
Repeal and
Reenact Chapter
197

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 1, 2022

TOPIC: **Approval of an Ordinance:** Amending City Code by repealing Chapter 197, Rental Facilities, and re-enacting Chapter 197 with amendments of a technical nature recommended by the City Attorney.

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move for the Mayor and City Council to approve an Ordinance to amend the Code of the City of Hagerstown by repealing Chapter 197, Rental Facilities, and re-enacting Chapter 197 with amendments. Specifically, the amendments will:

1. Clarify the connection to the Property Maintenance Code;
2. Clarify the rights of the property owner to refuse consent to an inspection and the City's right to seek the issuance of an administrative search warrant under the Property Maintenance Code for the code required inspection;
3. Clean up references to sections of the City Code;
4. Clarify ownership types subject to the Rental Facilities code;
5. Further clarify the procedure for inspections of unreported tenant-turnovers; and
6. Adds dormitory as a type of dwelling subject to the Rental Facilities code.

These amendments are consistent with the Mayor and City Council's Strategic Plan and the Community's City Center Plan.

DATE OF INTRODUCTION:	10/25/2022
DATE OF PASSAGE:	11/01/2022
EFFECTIVE DATE:	12/02/2022

CITY OF HAGERSTOWN, MARYLAND
**AN ORDINANCE TO AMEND THE CODE
OF THE CITY OF HAGERSTOWN, CHAPTER 197 THEREOF, ENTITLED
*RENTAL FACILITIES***

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to regulate and require inspections of buildings within the City; and

WHEREAS, the Mayor and Council have a responsibility to maintain a safe environment within the City; and

WHEREAS, it has come to the attention of the Mayor and Council that the current ordinance regulating rental facilities requires updating and clarification to ensure all rental properties are compliant with the code requirements; and

WHEREAS, the Mayor and Council desire to clarify the authority of the City Code Administration to enter into rental properties for the purpose of inspection, and to seek an administrative warrant in those instances in which consent to enter property is denied; and

WHEREAS, the Mayor and Council desire to clarify the procedure for inspections of unreported tenant turnovers; and

WHEREAS, the Mayor and Council desire to clarify the instances in which rental facility which is occupied as the primary residence by a purchaser of the facility under a land installment that is in compliance with the requirements of the Maryland Real Property Article § 10-101 et seq is not subject to Chapter 197; and

WHEREAS, the Mayor and Council desire to clarify the references in Chapter 197 to the *City Code*, the *Excessive Use of City Services Ordinance* and the *Property Maintenance Code*.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by repealing Chapter 197 of the City Code and re-enacting Chapter 197 of the City Code in its entirety, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Emily N. Keller
Mayor

Date of Introduction: 10/25/2022
Date of Passage: 11/01/2022
Effective Date: 12/02/2022

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

Chapter 197
RENTAL FACILITIES

§ 197-1. Purpose.

- A. The Mayor and Council recognize that clean, well-built, crime-free housing and neighborhoods are the foundation upon which healthy communities are built. This chapter promotes and advances the City's vision and commitment to housing and neighborhoods throughout the City. The purpose of this chapter is to protect and promote the public health, safety and welfare of the citizens of Hagerstown, to establish rights and obligations of the landlord and the tenant in the rental of dwelling units, and to encourage the landlord and tenant to maintain and improve the quality of rental housing within the community.
- B. An additional purpose of this chapter is to assure compliance with all laws, ordinances and regulations applicable to residential housing facilities in the City of Hagerstown and to promote and assure safety, health and habitability in the housing conditions in rental facilities in the City, to prevent deterioration of rental facilities in the City, to support property values, and to encourage responsible management and use of rental facilities through licensing and inspection.
- C. It is also the purpose of this chapter to protect, preserve, and promote the health, safety and welfare of the citizens of Hagerstown by the reduction, control and prevention of criminal and nuisance activities in residential rental housing, through education and the implementation and enforcement of reasonable lease provisions.

D. The Mayor and Council further recognize that periodic inspections of rental facilities are essential to the accomplishment of these purposes.

§ 197-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CERTIFIED AS A RESIDENTIAL OPERATOR or CERTIFICATION AS A RESIDENTIAL OPERATOR

The certification of landlord or landlord's designated agent who has satisfied the requirements of this chapter.

CHRONIC NUISANCE PROPERTY

As defined in Chapter 95 of the ~~City~~ Code.

CITY

The City of Hagerstown, Maryland.

CODE

The Code of the City of Hagerstown, as from time to time amended.

CODE ADMINISTRATION

The Code Administration Division of the Planning and Code Administration Department.

CODE OFFICIAL

Any official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CRIME-FREE HOUSING SEMINAR

A seminar sponsored by the City to provide information to landlords and their designated agents regarding the crime-free requirements of this chapter, the lease provisions required hereunder, tenant application and criminal background review procedures, and fair housing laws.

DEPARTMENT

The Planning and Code Administration Department of the City of Hagerstown.

DESIGNATED AGENT

An individual expressly designated by a landlord who actively operates or manages the landlord's rental unit(s) for the landlord.

DORMITORY

A structure specifically designed and used for long-term stay by students of a college, university, or other academic or trade school for the purpose of providing rooms for sleeping purposes.

EXCESSIVE USE OF CITY SERVICES ORDINANCE

The Excessive Use of City Services Ordinance, as set forth in Chapter 95 of the Code.

EXEMPT TENANT

A tenant of a single-unit rental facility who is related to an owner of said facility as grandparent, parent, sibling, child, or grandchild, whether naturally, step or in-law.

HPD

The Hagerstown Police Department.

LANDLORD

The owner of a residential rental facility or rental unit(s).

OWNER

Any person, partnership, association, company, corporation, trust or other entity having a legal or equitable interest in or control of a rental facility. "Owner" shall also mean any person who, alone, jointly or severally, shall have the charge, care or control of any premises as executor, administrator, trustee or guardian of the estate of

the owner. "Owner" shall also mean any person having any interest in a partnership, association, company, corporation, trust or other entity which owns or has any ownership interest or control of a premises. Any person, firm, partnership, association, company, corporation, trust or other entity whose name appears on the deed or property tax bill for the premises shall be deemed to be the owner of the premises.

OWNER-OCCUPIED

When any owner actually resides on a regular permanent basis and has his/her sole primary residence in or at a premises which includes a rental unit.

PROPERTY MAINTENANCE CODE

The Property Maintenance Code, as set forth in Attachment 3 of Chapter 64 of the Code, as from time to time amended.

PREMISES

Any single parcel or lot of real property in the City, including the land and all improvements or structures, upon which a rental facility is located.

REASONABLE STEPS

In relation to § 197-9, Enforcement of crime-free provision, "reasonable steps" are measures instituted and/or supported by the owner to proactively and progressively respond to receipt of a notice of HPD qualifying calls, as defined in Chapter 95 of the Code, and/or a chronic nuisance designation. Such measures may include but not be limited to written notifications to tenant(s), use of no-trespass letters, legal remedies, and/or additional training for the owner. Reasonable steps include communication and cooperation with HPD.

RENTAL FACILITY

- A. A structure containing one or more rental units.
- B. As used in this chapter, "rental facility shall not include:
 - (1) A rental facility where any portion of the premises is owner-occupied and said premises contains no more than one rental unit.
 - (2) A rental facility which is owned and operated by the Housing Authority of the City of Hagerstown.
 - (3) A rental facility which is occupied as the primary residence by a purchaser of the facility under a land installment that is in compliance with the requirements of the Maryland Real Property Article § 10-101 et seq and which contains no more than one rental unit.

RENTAL UNIT

Any single dwelling unit located in the City which is rented, leased or let, whether for consideration or not, by the owner of said premises to one or more tenants for

occupancy as a residence. As used in this chapter, a "rental unit" shall include a rooming unit contained in a rooming house facility ~~or dormitory~~. A "rental unit" shall not include a unit actually being used for traditional hotel, motel, bed-and-breakfast, nursing home or hospital purposes.

ROOMING HOUSE FACILITY

A rental facility which consists of rental units that are not equipped with individual bathroom and kitchen facilities but share common bathroom and kitchen facilities within the rental facility.

ROOMING UNIT

A room intended for living and sleeping purposes within a rooming house facility.

SAFETY INSPECTION

A limited inspection of occupied units that will focus on life safety standards defined in a Safety Inspection Standards policy adopted by the Mayor and City Council.

§ 197-3. Rental facility license required.

It shall be unlawful for the owner(s) of any rental facility to enter into a residential lease with a tenant for a rental unit or permit occupancy of any rental unit by another unless said rental unit is currently licensed by the City and said license has not been denied, revoked or suspended.

§ 197-4. Application; license fee.

In addition to the inspection requirements of § 197-6 of this chapter, an applicant for a rental facility license shall provide the following information for each rental facility on the appropriate application form provided by Code Administration:

- A. The address of the rental facility.
- B. The number of rental units contained in the rental facility.
- C. The name, street address and telephone number and e-mail of all owners of the rental facility.
- D. If the owner of the rental facility is not an individual, the applicant shall provide the owner's name, street address and telephone number and the resident agents name and address.
- E. The name, street address and telephone number of a designated contact person for the owner(s).
- F. The name and address of the landlord or designated agent who is certified as a residential operator.

- G. Except for a single-unit rental facility occupied by an exempt tenant, except for a newly constructed rental facility and/or except for an existing rental facility renovated under permit to the Partners in Economic Progress (PEP) standards during the four (4) year period immediately following the issuance of the use and occupancy permit, payment of a nonrefundable annual license fee of:
- (1) Seventy-five dollars per rental unit; or
 - (2) One hundred dollars for each rooming-house facility, or dormitory, plus ten dollars for each rental unit in said rooming-house facility or dormitory.
- H. Annual written acknowledgment of the landlord or designated agent of his, her, or its obligations and responsibilities pursuant to this Chapter **197** and Chapter **95** of the ~~City~~ Code. So long as not revoked as provided herein, and subject to the requirements of § **197-7B** hereof, receipt of the acknowledgment shall establish the certified residential operator status of the landlord or agent.
- I. Transfer of license
- (1) If an applicant for or the holder of a license transfers ownership or no longer is an agent for the licensed rental facility, the applicant or licensee must notify Code Administration within sixty (60) days of the change. Code Administration may reject an application or suspend or revoke a license if the applicant or licensee does not notify Code Administration as required by this subsection.
 - (2) Any person or entity who takes over the operation of a licensed rental facility may transfer the license for the unexpired portion of the term for which it was issued by applying to Code Administration. Applications made within thirty (30) days after taking over operation are not subject to a transfer fee. Applications made thirty (30) to sixty (60) days after transfer shall require a transfer fee of \$25.00 per license. Transfer notifications associated with the annual application renewal between May 1 and June 30 are not subject to a transfer fee. Nothing in this section affects the validity of any sale, transfer, or disposition in any interest in real estate.
 - (3) Failure to notify Code Administration of a transfer within sixty (60) days requires a new rental application and license fee.
- J. Payment for said license shall be due in full from the owner within ninety (90) days from the application mailing. Failure to remit payment in full may result

in collection pursuant to Article III, Tax Liens, § 223-11 of the City Code, or by other civil proceeding.

§ 197-5. Tenant turnover.

The applicant shall notify Code Administration when any rental unit of a licensed rental facility becomes vacant if the applicant intends to offer the unit for rent and the unit has not been inspected in the preceding 48 months. Code Administration shall notify the applicant of required interior inspections of all rooming house facilities and rooming units.

§ 197-6. Inspections.

- A. In connection with the application requirements contained in § 197-4 of this chapter, the rental facility shall be subject to an initial inspection of the exterior and annually thereafter.
1. The interior of each rental unit, except for a single-unit rental facility to be occupied by an exempt tenant, shall be inspected at tenant turnover prior to being occupied by a new tenant, but never more frequently than 48 months from the most recent interior inspection conducted pursuant to this section. Interior rental unit inspections shall be conducted within three full business days of receipt by Code Administration of the notice required in § 197-5. Failure of Code Administration to offer the inspection within three full business days or to conduct said inspection when scheduled shall be deemed to be a waiver of the inspection requirement for said rental unit. Code Administration may accept an initial interior inspection performed by the Hagerstown Housing Authority as part of the tenant-based Section 8 inspection program in lieu of the City-required interior inspection.
 22. If Code Administration learns that a rental unit is rented in violation of § 197-5 or this § 197-6, the interior of such rental unit shall be inspected after Code Administration learns of the occupancy. Code Administration shall attempt to schedule and conduct the inspection within 5 days after learning of the occupancy. Such inspection, however, shall not excuse the landlord's or agent's violation of § 197-5 or this Section § 197-6. The landlord's or agent's failure to timely respond to Code Administration's notice of inspection shall be deemed a refusal of consent to the inspection for the purposes of § 197-6.D.
 3. The interior of every rooming unit and dormitory shall be inspected once every 48 months. A minimum of seven calendar days prior to the scheduled inspection, the owner is required to give written notice of the scheduled inspection to all current occupants of the rooming house facility, and Code Administration is required to post a notice of

scheduled inspections at the rooming house facility.

34. For rental units which have never been inspected, are currently not occupied by an exempt tenant since adoption of the program and have had a tenant turnover, an interior inspection shall be required upon scheduling by the Department. For occupied rental units, the inspection shall be pursuant to the Safety Inspection Standards then currently adopted by the Mayor and City Council. For unoccupied rental units, inspections shall be performed pursuant to the standards of the Property Maintenance Code ~~then currently adopted by the City~~. Code Administration may accept an annual interior inspection performed by the Hagerstown Housing Authority as part of the tenant-based Section 8 inspection program in lieu of the City-required interior inspection.

45. Newly licensed rental facilities shall have all units inspected within 30 days of application.

B. All inspections conducted hereunder shall be conducted by Code Administration in accordance with §§ 104.2, 104.3 and 104.4 of the Property Maintenance Code, and shall be performed pursuant to the standards of the ~~property maintenance code then currently adopted by the City~~ Property Maintenance Code. The applicant shall make the rental facility and/or each rental unit, as the case may be, available for inspection by Code Administration on the scheduled inspection date. Code Administration shall provide reasonable advance notice of inspection to the applicant, and the applicant shall have the right to be present at the inspection.

C. The inspection requirements of this § 197-6 shall not be applicable to a newly constructed rental facility and/or an existing rental facility renovated under permit to the Partners in Economic Progress (PEP) standards, for the four-year period immediately following the issuance of the use and occupancy permit for said rental facility.

D. The landlord or designated agent of the rental facility, and the tenant of any occupied rental unit, shall have the right to refuse consent to an inspection of the rental unit and to deny permission to enter the rental unit for said purpose. All applications and inspection notices shall advise the landlord, designated agent or tenant, as the case may be, of his, her or its right to refuse consent and deny entry. In the event of such refusal of consent or denial of entry, Code Administration shall have the right to seek the issuance of an administrative search warrant under § 104.4 of the Property Maintenance Code in order to conduct the inspection.

E. In addition to § 104.4.3.a-c of the Property Maintenance Code, probable cause for the issuance of an administrative search warrant under this § 197-6 shall exist if the Code Official demonstrates by specific evidence the violation

of any provision of this Chapter 197 of the Code, including but not limited to the refusal of consent to an inspection required by this Chapter and one or more of the following: the passage of time since the last inspection, the nature of the Premises, or the condition of the neighborhood in which the Premises is located.

§ 197-7. Training.

- A. HPD shall sponsor a voluntary crime-free housing seminar for landlords or their designated agents. The training seminar is approximately four hours in length.
- B. If an owner, landlord or designated agent has received notice of more than one HPD qualifying call, or one HPD qualifying call which constitutes a felony under Maryland law pursuant to Chapter 95 of the Code, in addition to the application requirements contained in § 197-4 hereof, certified residential operator status and the issuance of the rental facility license is subject to and contingent upon the successful completion of the crime-free housing seminar. If HPD is unable to facilitate the completion of this training requirement, HPD may issue a conditional certification, subject to the landlord or designated agent completing the training requirements within 90 days of the issuance thereof. This training requirement may be satisfied by the completion of a training seminar offered by a third party, so long as said seminar has been reviewed and approved by HPD.
- C. If a certified designated agent is no longer employed by an owner who is subject to § 197-7B or otherwise loses certified status, a new designated agent shall comply with the requirements hereof within 90 days of that event. If HPD is unable to facilitate the completion of this training requirement within the required time, a conditional certification may be issued, subject to the designated agent completing the training requirements within 90 days of issuance of the conditional certification.

§ 197-8. Written leases; required provisions.

- A. Written leases required. Beginning on July 1, 2014, or immediately upon the termination of a then-current term of tenancy for a particular unit existing on said date, a landlord or designated agent who offers a residential rental unit in a rental facility for rent in the City of Hagerstown may not rent or permit the occupancy of any such unit without using a written lease or a written lease extension.
- B. Compliance with state law. All such written leases shall comply with the requirements of Maryland Real Property § 8-208, as from time to time amended.
- C. Additional required provisions. In addition to the above-referenced

requirements, the landlord or designated agent shall include the following in all written leases:

- (1) A crime-free housing provision, the purpose of which is to make criminal activity engaged in, facilitated or permitted by the tenant, or a member of the household, a guest or other person(s) under control of the tenant, a violation of the lease. The crime-free lease provision will be in substantially the following form:

"Tenant, or a member of the household, a guest or other person(s) under control of the tenant:

- a. Shall not knowingly engage in criminal activity or commit a disturbance as defined in Chapter 95 of the ~~City~~ Code at, on or near the said premises. "Criminal activity means the commission of any of the acts defined in the Maryland Criminal Law Code Annotated, as from time to time amended.
- b. Shall not knowingly engage in any act intended to facilitate criminal activity and shall not knowingly permit the premises to be used for or to facilitate criminal activity, regardless of whether the individual engaging in the activity is a tenant, or a member of the household, a guest or other person(s) under control of the tenant.
- c. Violation of the above provisions shall be a material breach of the lease and good cause for immediate termination of tenancy. Proof of a violation of the lease hereunder shall not require a criminal conviction but shall be by a preponderance of the evidence."

- (2) A notice that the rental unit may be subject to reasonable inspections by the landlord; and

- (3) An attachment of the text or a fair summary of the text of Chapters 95 and 197 of the ~~City~~ Code.

§ 197-9. Enforcement of crime-free provision.

It shall be a violation of this chapter for a licensee, landlord or designated agent to knowingly permit a tenant(s), occupant(s), a tenant's guest(s), or any person(s) under a tenant's control to violate the crime-free housing provision of a lease after receiving notice that said location has been deemed a chronic nuisance property pursuant to Chapter 95 of the ~~City~~ Code, without taking reasonable steps to enforce said provision.

§ 197-10. Loss of certification as a residential operator.

- A. Certification as a residential operator shall remain valid so long as the certified individual is not in violation of any of the provisions of:
 - (1) § 197-7, Training; or
 - (2) § 197-8, Written leases; required provisions; or
 - (3) § 197-9, Enforcement of crime-free provision.
- B. Such a violation shall subject the operator to revocation of the certification. Recertification shall be required after a revocation hereof.
- C. Revocation of the residential operator certification shall be limited to the chronic nuisance property in question. Revocation shall not apply to other properties owned or managed by the residential operator which are in good standing with Chapter 95 of the Code and this section of Chapter 197.
[Added 11-22-2016 by Ord. No. O-16-24]

§ 197-11. Issuance of rental facility license; renewal.

Upon receipt of a completed application form and full payment of the appropriate fee, Code Administration shall issue a rental facility license for the subject rental facility within 30 days, unless such license is or has been denied or revoked pursuant to § 197-12 hereof, or unless there is no current valid certification of the landlord or designated agent as a certified residential operator. Said license shall expire on its anniversary date and shall be renewable annually, with application for said renewal being made at least 60 days prior to the expiration date of the then-current license. A license renewal application shall be on the form provided by Code Administration.

§ 197-12. Denial; revocation of rental facility license.

- A. A rental facility license may be denied or revoked in whole or in part at any time by Code Administration for the rental unit(s) in which points accumulated pursuant to table §197-12(B). Additionally, a rental facility license may be denied or revoked at any time by Code Administration if the landlord or designated agent is not a valid certified crime-free housing residential operator. Denial or revocation of a rental facility license shall be in addition to, and not in substitution of, the penalties provided for in § 197-15 of this ~~chapter~~Chapter.

- B. Points calculated per license during a license year.

Table §197-12(B)

			1-3 units	4+ units
Violations (per unit) During license year (Chapter 197 Inspections)	Safety Items	1-3	0	0
		4-6	10	10
		7-9	20	20
		10+	30	30
Unreported Tenant Turnovers for required inspection (calculated over 1 year per structure)		1	0	
		2	10	
		3+	20	
Unreported Tenant Turnovers for required inspection (calculated over 1 year per structure)		1-2		0
		3-4		10
		5+		20
Municipal Infraction Citations (Issued during license year for structure)		1-2	5	5
		3+	10	10
Excessive Use (Fee issued) (Issued during license year for structure)		1	5	5
		2	10	10
		3+	20	20
Property Taxes unpaid for more than 180 days			10	10
Rental License registration fees lien			10	10

Point Totals	1-3 units	4+ units
Property in Good Standing	0-20	0-30
Warning letter on potential revocation of license	21-44	31-64
License is revoked	45+	65+

- C. Any property owner directly affected by an action of the Department or HPD under the provisions of this chapter may appeal such action to the administrative hearing officer appointed pursuant to Chapter **95 of the Code**.

§ 197-13. Crime-free designation.

HPD shall offer a more-extensive voluntary program whereby residential rental properties may be afforded certain designations upon satisfaction of established criteria by the owner, landlord or designated agent, in recognition of crime prevention steps taken at the property.

§ 197-14. Severability.

The provisions of this chapter are severable. If any provision of this chapter or its application to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications of this chapter which can be given effect without the invalid provision or application.

§ 197-15. Violations and penalties.

Any owner violating the requirements of this chapter shall be guilty of a municipal infraction and shall be punished by a fine not exceeding \$1,000. Any such violation shall be cited as a prepayable fine in the amount of \$500. Each day a violation exists shall be considered a separate and distinct violation. In addition, the City may avail itself of all civil remedies, including a petition for injunctive relief from a court of competent jurisdiction.

- A. If the Department revokes a rental license under the provisions of § 197-12, the subject rental facility shall be vacated within sixty (60) days of the revocation and remain vacant until such time the violations have been abated and the rental license has been reinstated. City actions to ensure vacancy may include disconnection of City utilities to the affected rental facility.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Introduction of an Ordinance: Approving Cable Television Franchise Agreement with Comcast

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Introduction_of_Ordinance_-_Franchise_Agreement_with_Comcast.pdf

Description

Motion and Ordinance - Franchise Agreement with Comcast

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 1, 2022

TOPIC: **Introduction of an Ordinance: Approving Cable Television Franchise Agreement with Comcast**

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION:

I hereby move to introduce an ordinance authorizing the approval of a nonexclusive franchise agreement with Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC.

As indicated in the attached agreement, the term of the Franchise will be from November 22, 2022 to November 21, 2027, with the provision for one automatic extension of an additional five year term.

DATE OF INTRODUCTION: November 1, 2022

DATE OF PASSAGE: November 22, 2022

EFFECTIVE DATE: December 23, 2022

**AN ORDINANCE TO AUTHORIZE THE CITY OF HAGERSTOWN TO
ENTER INTO A CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST
OF CALIFORNIA/MARYLAND/PENNSYLVANIA/VIRGINIA/WEST VIRGINIA, LLC**

RECITALS

WHEREAS, the City of Hagerstown (City) is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, Chapter 70 Cable System of the City Code authorizes the Mayor and City Council to issue a nonexclusive franchise agreement to permit a franchisee to engage in the business of operating a cable system and providing cable service within the City; and

WHEREAS, Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC (Comcast) has requested consideration of a franchise agreement with the City of Hagerstown, and

WHEREAS, the City and Comcast have agreed upon terms of a new Franchise Agreement, a copy of which is attached hereto and incorporated herein, and

WHEREAS, the Mayor and City Council deem it in the best interest of the citizens of Hagerstown that the City enter the attached Cable Television Franchise Agreement with Comcast.

NOW, THEREFORE BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and City Council of the City of Hagerstown as its duly constituted legislative body as follows:

1. That the City be authorized to enter into the Cable Television Franchise Agreement that is attached hereto on behalf of the citizens of the City of Hagerstown.
2. That the Mayor and City staff be authorized to take such actions as may be necessary to effectuate the adoption of the Franchise Agreement.

BE IT FURTHER RESOLVED, ENACTED, AND ORDAINED that this Ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
Emily Keller, Mayor

Date of Introduction: November 1, 2022

Date of Passage: November 22, 2022

Effective Date: December 23, 2022

October XX, 2022

Scott A. Nicewarner
City Administrator
City of Hagerstown
One East Franklin Street
Hagerstown, MD 21740

Dear Mr. Nicewarner:

The purpose of this letter agreement is to provide further information and confirm the understanding that has been reached between Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC (“Comcast”) and the City of Hagerstown, MD (“City”) with respect to certain matters that were discussed with the City during franchise renewal negotiations that are in addition to the Cable Television Franchise Agreement between the parties, that is effective November ____, 2022 (“Franchise Agreement”).

The City Code, §70-6, provides for a \$25,000 application fee for an initial cable franchise agreement, to cover costs associated with processing the application, and reimbursement of any additional costs in processing an application exceeding the \$25,000 application fee. Comcast’s position is that federal law prohibits fees beyond those that are “incidental” to granting a cable franchise, where the cable franchise includes the statutory maximum (5%) franchise fee, and that \$25,000 exceeds an amount that would qualify as incidental. The City’s position is that there are presently no cable franchise fees being paid by Comcast (construction has not started on the cable system) and that because this process has been ongoing since January, 2022, the application fee and additional costs associated with processing the application as specified in the City Code are reasonable. In the interest of finalizing the Franchise Agreement in order to bring additional competition to the City related to video and other services, Comcast and the City agree that Comcast will pay the application fee and reimburse the City for additional costs incurred by the City consistent with the requirements of City Code Section 70-6 subject to the conditions as indicated below.

(i) Comcast agrees to pay a \$25,000 application fee to the City prior to introduction of the Franchise Agreement for first reading by the City Council. Comcast will not offset the application fee from future franchise fees to be paid to the City under the Franchise Agreement.

(ii) Within thirty (30) days of the City’s approval of the Franchise Agreement, the City shall provide a comprehensive, itemized statement showing the costs incurred by the City consistent with the requirements of City Code Section 70-6, and Comcast shall pay to the City any additional amounts referenced in the statement in excess of \$25,000 within thirty (30) days. Comcast may recover any additional amounts paid to the City per this letter agreement, beyond the \$25,000 application fee, through an offset from future franchise fees to be paid to the City under the Franchise Agreement.

Failure of Comcast to make timely payment of the application fee or the additional costs associated with processing the application shall constitute a material violation of the Franchise Agreement.

Sincerely,

Misty Allen
Regional Vice President, Government Affairs & Regulatory Affairs

Accepted and agreed to this ____ day of _____, 2022.

City of Hagerstown, Maryland

By: _____
Scott A. Nicewarner - City Administrator

DRAFT

CABLE TELEVISION FRANCHISE AGREEMENT

This Cable Television Franchise Agreement ("Franchise") is entered into this ____ day of _____, 2022, by and between the City of Hagerstown, Maryland ("City"), and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC ("Grantee").

RECITALS

WHEREAS, the City is authorized to grant franchises for the installation, operation and maintenance of cable television systems within the City; and

WHEREAS, the Grantee has applied to the City for a cable television franchise to construct, operate and maintain a cable television system within the City; and

WHEREAS, the Grantee is willing to accept this Franchise subject to the terms and conditions stated herein, and to abide by these terms and conditions; and

WHEREAS, the public has had adequate notice and opportunity to comment on the Grantee's proposal to provide cable television service within the City; and

WHEREAS, the City Council hereby finds that it would serve the public interest of the citizens of the City to grant a new cable television franchise to the Grantee subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Grantee do hereby agree as follows:

SECTION 1. DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, words, and their derivations have the meanings given herein or ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 631 (the "Cable Act"), unless the context clearly indicates that another meaning is intended. When not inconsistent with the context, words used in the present tense include the future, the word he shall be gender neutral and shall include all persons, words in the plural number include the singular number, and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

1.1 "Access" means the availability for noncommercial use by various educational institutions in the community, and the City and its designees, of the Access Channels.

1.2 "Access Channel" means any video Channel, which Grantee makes available for non-commercial Educational or Government (EG) Access use for the transmission of EG Access video programming as directed by the City.

1.3 "Affiliate" when used in connection with Grantee, means any Person, or entity, who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee,

excluding affiliates that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast's cable systems.

1.4 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.5 "Basic Service" means the lowest Cable Service Tier which includes, at a minimum, the retransmission of local broadcast television signals, carried in fulfillment of the requirements of 47 U.S.C. §§ 534 and 535, and all EG Access Channels required by the Franchise to be provided to Subscribers as Basic Service.

1.6 "Cable Act" means the Communications Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, and all additional amendments thereto.

1.7 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.8 "Cable Service" means the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.9 "Cable System" means a facility, consisting of a set of closed transmissions paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (A) a facility that serves only to retransmit the television Signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an Open Video System that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems. As used herein, the term Cable System shall mean Grantee's cable communications facilities located in the City.

1.10 "Channel" means a time or frequency slot or technical equivalent on the Cable System in a specified format, discreetly identified and capable of carrying full motion, color video and audio, and may include other non-video subcarriers and digital information.

1.11 "City" is the City of Hagerstown, a body politic and corporate under the laws of the State of Maryland, and all of the area within its boundaries, as such may change from time to time.

1.12 "City Council" means the Hagerstown City Council, or its successor, the governing body of the City.

- 1.13 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.
- 1.14 "Demarcation Point" means a point located at an Access Channel origination site and shall be the point of input to Grantee's equipment for the Designated Access Provider's encoded video and audio. Under current technology, that point is the SDI input to the Grantee's encoder at the Access Channel origination site.
- 1.15 "Designated Access Provider" means the entity or entities designated now or in the future by the City to manage or co-manage the Government Access Channel and Educational Access Channel, and facilities. The City may be a Designated Access Provider.
- 1.16 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System.
- 1.17 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.
- 1.18 "Educational Access Channel" means an Access Channel made available for non-commercial use by educational institutions in the City for the purpose of showing programming related to education.
- 1.19 "Expanded Basic Service" means the digital Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service.
- 1.20 "FCC" means the Federal Communications Commission, or successor governmental entity thereto.
- 1.21 "Franchise" means the document, together with any Exhibit attached hereto, in which this definition appears, i.e., the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.
- 1.22 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.
- 1.23 "GAAP" means generally accepted accounting principles.
- 1.24 "Government Access Channel" means an Access Channel made available for non-commercial use by the City for the purpose of showing governmental programming.
- 1.25 "Grantee" means Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC or its lawful successor, transferee or assignee.
- 1.26 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the City.

Grantee will calculate gross revenues in accordance with General Accepted Accounting Principles (“GAAP”). Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in Subscriber Cable Service tiers;
- fees for service calls related to Cable Service;
- fees for additional outlets of Cable Service;
- fees paid to Grantee for channels designated for commercial/leased access use within the City, which shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the programming;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined in this Section;
- late fees, convenience fees, administrative fees and other multiservice fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- revenue from the lease of the Cable System to provide Cable Services in the Franchise Area; and
- payments or other consideration received from programmers for carriage of programming on the Cable System and recognized as revenue under GAAP.

(A) “Advertising Revenues” shall mean revenues derived from sale of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to the National Cable Communications and Comcast

Effectv or their successors or other affiliated advertising agencies associated with sale of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- any taxes and/or fees on services furnished by Grantee imposed by a municipality, state, or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state, or other governmental unit on Grantee, including but not limited to the EG Capital Fee;
- launch fees and marketing co-op fees; and
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, or where any multi-service fees are assessed and not directly attributable to a particular line of business, such as late fees, such revenue shall be allocated to Cable service and non-Cable Service in accordance with GAAP. It is expressly understood that in some cases equipment and other non-service charges may be subject to inclusion in the bundled price at full rate card value due to requirements related to sales taxes or similar tax requirements. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document any changes to the City upon request or as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to subsection (E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues and calculation of Franchise Fees, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.27 "Headend" means the control center of the Cable System, where incoming Signals are amplified, converted, processed and/or combined for transmission to Subscribers.

1.28 "Leased Access Channel" means a Channel on the Cable System designated by the Grantee pursuant to Section 612 of the Cable Act (47 U.S.C. § 532).

1.29 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.30 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.31 "Right-of-Way" means the surface and the area across, in, over, along, upon and below the surface of each of the following which are located within the City and have been dedicated to the public or are hereafter dedicated to the public and maintained by the City: streets, roadways, highways, avenues, lanes, alleys, freeways, drives, circles, roads, courts, ways, boulevards, bridges, and sidewalks, and other public Rights-of-Way as defined in City Code Sections 70-2 and 216-3. The same now or may hereafter exist, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System. Public Right-of-Way also means any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use utilized for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System. Use of any City owned utility poles shall be subject to a separate Pole Attachment Agreement.

1.32 "Schools" means all accredited public elementary and secondary schools. Schools shall also mean Special Programs and the Technical High School and any other school affiliated with Washington County Public Schools (WCPS). However, Schools do not include "home schools" or "cyber schools" (with the exception of a cyber school that is affiliated with WCPS).

1.33 "State" means the State of Maryland.

1.34 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully activated to receive Cable Service from Grantee's Cable System.

1.35 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. 153(50)).

1.36 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. 153(53)).

1.37 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.38 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.39 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to own, construct, operate, extend, maintain, reconstruct, rebuild and upgrade a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise. Nothing in this Agreement shall be construed to prohibit the Grantee from offering any service over the Cable System that is allowed by Federal, State, or local law. This Franchise shall constitute both a right and an obligation to provide the Cable Service required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City law existing as of the Effective Date of this Franchise.

(C) Grantee is subject to the generally applicable local law, including, but not limited to, those laws related to cable operators, State law, federal law, the Charter of the City of Hagerstown and the ordinances and regulations enacted pursuant thereto. Except as otherwise provided in Section 2.5, in the event of a conflict specifically between the ordinances or regulations and this Franchise, this Franchise shall prevail.

(D) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(E) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other applicable permit or authorization generally required and subject to applicable law for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City.

(2) Any applicable permit, agreement, or authorization subject to applicable law and required by the City for similarly-situated Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any applicable permits or agreements subject to applicable law and required for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(F) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way.

(G) This Franchise does not waive any lawful requirements the City may have a right to impose on the other services offered on the Cable System by the Grantee.

(H) The parties to this Franchise shall cooperate in good faith in advancing its underlying objectives. In particular, the City, in its administration of the Franchise, shall consider costs and other operational burdens on Grantee and any adverse effects on Grantee and its ability to serve existing and potential subscribers.

2.2 Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, rebuild, reconstruct, upgrade, own, operate, extend, maintain, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System within the City.

(B) Grantee must follow applicable City-established requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal.

2.3 Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on _____, 2022 (the "Effective Date"), and shall terminate on _____, 2027, unless terminated sooner as hereinafter provided. This Franchise shall be automatically extended for one (1) additional term of five (5) years unless either party notifies the other in writing of its desire to not extend the Franchise at least one (1) year before the expiration of the then-current Franchise. Notice under Section 626(a)(1) of the Cable Act, 47 U.S.C § 546 – Renewal, shall not constitute notification for purposes of this section.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use the same for any purpose it

deems fit, including the same or similar purposes allowed Grantee hereunder. The City has and may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City through its lawful exercise of its police powers, or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power, and any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter; provided that such ordinances shall be reasonable and not destructive of the rights granted in this Franchise. If the reasonable and lawful exercise of the City's police power results in any material alteration of the terms and conditions of this Franchise, then the Grantee may notify the City that it desires to have this Franchise modified or that other appropriate action needs to be taken. Upon such notification, the parties shall negotiate in good faith to modify this Franchise, or take other appropriate action, such that, to the reasonable satisfaction of both parties, any negative effects on Grantee of the material alteration are ameliorated.

2.6 Grant of Other Franchises

(A) After the Effective Date, in the event the City enters into a franchise, permit, license, authorization or other agreement of any kind with any other Person or entity other than the Grantee to enter into the City's Rights-of-Way for the purpose of constructing or operating a facilities-based system to provide wireline, multichannel video programming services (excluding over-the-top ["OTT"] services) to any part of the Franchise Area, in which the material provisions thereof (including provisions related to the geographic scope of service, subject to reasonable build-out requirements as specified by the FCC) are more favorable or less burdensome than those contained in this Franchise, then Grantee may request amendments to this Franchise to provide Grantee with competitive equity. The foregoing provision shall not be operative until the competitor actually provides video services in the City. The modification process shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (a) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (b) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (c) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent. The parties agree that this provision shall not require identical word for word provisions so long as the regulatory and financial burdens on each entity are materially equivalent when comparing this Franchise to a new competing franchise as a whole. The City shall not permit Cable Service competition without a City franchise unless the competitor is duly authorized by Federal or State law. The protections afforded Grantee under this section shall also apply to any action taken by the City, or any entity affiliated with the City, to construct or operate a Cable System or to provide cable service in competition with Grantee. The City shall notify Grantee in the event any entity applies for authority to provide Cable Service to any part of the Franchise Area.

(B) If during this Franchise's term, any laws, rules, regulations or governmental authorizations would allow a competing provider of facilities based, wireline multichannel video programming service (excluding OTT service) in the City's Rights-of-Way to provide Cable Service or materially equivalent service under less burdensome regulations or regulatory structure than Grantee is operating under in this Franchise, the more burdensome terms and conditions of Grantee's Franchise shall be modified to correspond to the less burdensome requirements applicable to the competing provider. The parties agree that this shall not require identical word for word provisions so long as the regulatory and financial burdens on each entity are materially equivalent taken as a whole. The parties agree that (a) video service provided through an "Open Video System" (as specified in Federal laws or regulations); (b) video service provided through the public Internet without any affiliated occupation of the City's Rights-of-Way; and (c) video service provided through wireless distribution shall not trigger the relief available under this provision.

(C) In the event that Grantee elects to pursue the relief provided under subsections (A) or (B) above, Grantee shall notify the City in writing, and the parties shall engage in good faith negotiations, which shall conclude within a ninety (90) day time period unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City and Grantee shall amend this Franchise to include the modifications. If the City and Grantee are unable to reach agreement on the Franchise modifications to ensure a competitive Franchise, then Grantee may enforce in a court of competent jurisdiction its right to a franchise modification pursuant to subsection (A) or (B) above or may terminate this Franchise subject to subsection (D) below. In the event that Grantee secures any franchise modification in a judicial proceeding under this provision, the City shall reimburse any Franchise-related fees paid to the City subsequent to the initiation of said judicial proceeding that exceed the Franchise-related fee obligations established as a result of that proceeding; and, if the court finds the City did not engage in good faith negotiations, the City shall reimburse Grantee's reasonable attorneys' fees. Nothing in Section 2.6 shall limit Grantee's right to pursue any other cause of action available to it, including, but not limited to, the right to pursue the modification procedures set forth in Section 626 of the Cable Act.

(D) As specified in subsection (C) above, in the event Grantee fails to secure a satisfactory modification from the City, Grantee shall have the option of shortening the term of this Franchise (while retaining full substantive renewal rights, including, but not limited to, the renewal rights provided under this Franchise and Section 626 of the Cable Act) such that this Franchise expires on a date twenty-four (24) months after Grantee provides notice to the City of such termination; provided, however, in no event shall Grantee invoke this provision by providing notice to the City during the initial four (4) year period of this Franchise.

(E) The City shall not be obligated to amend this Franchise unless the new entrant makes Cable Services or materially equivalent service available for purchase by subscribers or customers.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered all requirements and provisions of this Franchise and finds that the same are commercially practicable at this time.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fees

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall pay as a franchise fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such franchise fees shall commence as of the Effective Date of this Franchise.

3.2 Payments

Grantee's franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter. Each quarterly payment shall be due and payable no later than thirty (30) days after the end of the preceding quarter.

3.3 Acceptance of Payment and Recomputation

The acceptance of any payment required by the City shall not be construed as an acknowledgement or an accord and satisfaction that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release or waiver of any claim which the City may have for additional sums due and payable. However, if the City accepts payment of the amount determined to be due to the City through an audit, that shall be construed as an accord and satisfaction.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, verified by an officer of Grantee, containing an accurate statement in categorized form of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System and shall be drafted in accordance with GAAP and all of the provisions of this Franchise (including, but not limited to, Subsection 1.28 herein).

3.5 Audits

(A) The City shall have the right to inspect books and records of Grantee and its Affiliates and to audit and recompute any amounts determined to be payable under this Franchise; provided, however, that any such inspection shall take place within three (3) years from the date the City receives such payment, after which period any such payment shall be considered final.

(1) Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Final Settlement Amount." For purposes of this Section, the term "Final Settlement Amount(s)" shall mean the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

(2) Any "Final Settlement Amount(s)" due to the City as a result of such audit shall be paid to the City by the Grantee within thirty (30) days from the date the parties agree upon the "Final Settlement Amount." Once the parties agree upon a Final Settlement Amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period.

(B) The City's expenses, fees, and costs for an audit or financial review shall be borne by the City unless the audit or financial review discloses an underpayment of five percent (5%) or more, in which case the costs shall be borne by the Grantee, not to exceed thirty thousand dollars (\$30,000) for the audit period.

(C) Disputed amounts recovered by the City shall be subject to the additional payment of interest as provided for in this Franchise.

3.6 Late Payments

In the event that the Franchise Fees herein required are not tendered on or before the date due as identified above, interest on such fees shall accrue from the date due at the then current bank prime rate of interest as published in the Wall Street Journal.

3.7 Alternative Compensation

In the event the obligation of Grantee to compensate the City through franchise fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City such other compensation as is required by applicable law.

3.8 Tax Liability

The franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the franchise fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator.

3.9 No Limitation on Authority

Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability on Grantee or its Subscribers.

3.10 Financial Records

Upon sixty (60) days written request, Grantee shall make information available reasonably necessary to review Grantee's methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records as necessary for the purpose of verifying compliance with the terms and conditions of this Franchise. Additionally, upon thirty (30) days prior written request by the City, Grantee agrees to meet virtually with the City or its designee to discuss any of the foregoing methodologies to verify compliance by Grantee under this Franchise.

3.11 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available through the security and surety mechanisms provided by the Grantee.

3.12 Bundling of Cable Service and Non-Cable Service

If Grantee offers bundled Cable and non-Cable Services, any discount applied to a Cable Service under this Franchise shall not be applied in a manner so as to evade the payment of Franchise Fees. Any discounting shall be done reasonably among Cable and non-Cable Services so as not to evade the payment of Franchise Fees. For the purpose of determining the amount of Franchise Fees due on a discounted Cable Service, or where any multi-service fees are assessed and not directly attributable to a particular line of business, such as late fees, Grantee shall use GAAP in applying the requirements of this Franchise.

3.13 Additional Commitments Not Franchise Fees

The EG Capital Contribution pursuant to Section 9.1, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law, with the stipulation that any in-kind services may only be valued at their marginal cost. The City likewise reserves all rights it has under applicable law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments against the Franchise Fees in accordance with applicable law, including any Orders

resulting from the FCC, Grantee shall provide the City advance written notice. The City shall notify Grantee, within one hundred twenty (120) days whether it elects the amount due each month to be invoiced for payment or offset from Franchise Fees if Grantor concurs with Grantee, or elects to negotiate modification of the obligation as set forth in applicable law by amendment of this Franchise, or opposes the offset as not being consistent with applicable law.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) To the extent permitted under federal, State and local law, the City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof to any agent in its sole discretion. The City shall identify a single point of contact at the City to administer this Franchise.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Rates and Charges

The City reserves its rights to regulate Grantee's cable rates and charges to the full extent authorized by applicable law.

4.3 Filing of Rates and Charges

(A) Upon the Effective Date, and subsequently upon written request throughout the term of this Franchise, Grantee shall provide written notification to the City of its complete schedule of applicable rates and charges for residential Cable Services, along with a complete listing of such Cable Services, provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to provide written notice of its rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Grantee shall apply its rates in accordance with governing law without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military, or physical or mental disability or geographic location within the City. Grantee may engage in reasonable review of creditworthiness and impose reasonable conditions (e.g., equipment deposits) based on that review and past payment history. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit the offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or the Grantee from establishing different rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

(C) Upon request of the City, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by

Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.4 Performance Evaluations

(A) The City may hold a performance evaluation session during Year three (3) of this Franchise, and if the Franchise is extended, another performance evaluation session during Year eight (8).

(B) Special evaluation sessions may be held at any time by the City during the term of this Franchise.

(C) All evaluation sessions shall be open to the public. Grantee shall receive ninety (90) days prior written notice of an evaluation session.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, compliance with technical standards, construction standards, consumer protection standards, customer service standards and financial reporting.

(E) During evaluations under this subsection, Grantee shall comply with the City's reasonable requests for information related to compliance with the terms and conditions of this Franchise in a timely manner.

4.5 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum other than collection fees that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable law.

(B) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the Subscriber.

(C) Except as otherwise provided herein, nothing in this subsection shall be deemed to limit or affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums, for Grantee's other services or activities it performs in compliance with applicable law, including FCC rules and regulations.

4.6 Force Majeure

Notwithstanding any other provision of this Franchise, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Franchise due directly or indirectly to severe or unusual weather conditions, strike, labor disturbance, lock-out, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of the public enemy, acts of terrorism, accidents for which Grantee is not primarily responsible, fire, flood or other Acts of God, pandemics, epidemics, sabotage, action or inaction of any government instrumentality or public utility including condemnation, public health emergencies, and work delays caused by waiting for utility providers to service or monitor utility poles to which

Grantee's Cable System is attached, the unavailability of material and/or qualified labor to perform the work necessary, or other events to the extent that such causes or other events are beyond the reasonable control of the Grantee. In the event that any such delay in performance or failure to perform affects only a part of the Grantee's capacity to perform, the Grantee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such causes in as expeditious a manner as possible. The City's lawful exercise of its appropriate and reasonable regulatory authority under this Franchise Agreement shall not constitute Force Majeure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) Grantee shall fully indemnify and hold harmless the City and its officers, agents, and employees from and against any and all losses, claims, damages, expenses, or liabilities, joint or several, to which they or any of them may become subject, and except as hereinafter provided, to reimburse each of them for any legal or other expenses reasonably incurred in connection with the investigating or defending of any action (whether or not resulting in any final and appealable adjudication or liability), arising directly or indirectly out of or from the actions of Grantee, or any of its employees, agents, or independent contractors in the establishment, construction, operation or maintenance of the Cable System or Cable System facilities or in the execution or performance of any of their duties or functions contemplated under the provisions of this Franchise including without limitation damage to persons or property, both real and personal except for damage caused by the City, its officers, employees, or agents. Grantee shall not indemnify the City for any claims resulting from acts of willful misconduct or gross negligence on the part of the City. The City may participate in any defense of a claim at its own cost and expense.

(B) Grantee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of Grantee.

(C) As promptly as practicable after receipt by the City of notice of the commencement of any action subject to indemnification under this Franchise, but in no event more than ten (10) business days after the date the City receives notice, the City shall notify Grantee of the commencement thereof. In case any such action is brought against the City or any other indemnified party and notice thereof is given to Grantee, Grantee shall participate in and assume the defense thereof with counsel. Grantee shall consult with the City regarding the development of available legal defenses, and the City shall cooperate in Grantee's defense of any indemnification action. Grantee may not settle without the advance written consent of the City, such consent not to be unreasonably withheld. In the event that any such proposed settlement includes the release of the City, and the City does not consent to the amount of any such settlement or compromise, the Grantee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement. The City agrees that it will take all necessary action to avoid a default judgment and not prejudice the Grantee's ability to defend the claim or action.

(D) The City shall, at its sole cost and expense, indemnify and hold harmless Grantee against any claims arising out of the City's use of the Cable System and the Government Access Channel. Other than to the extent provided by law, the City shall not be liable to Grantee for any damage or loss caused to any facility under the control of Grantee as a result of protecting, breaking through, moving, removing, altering or relocating any part of the Cable System by or on behalf of the

City or Grantee in connection with any declared emergency, public work or public improvement. The City shall not be held liable for the interruption of Cable Service by lawful actions of City employees in performance of their duties nor shall the City be held liable for the failure of Grantee to perform due to Force Majeure.

5.2 Insurance

(A) Grantee shall carry insurance throughout the term of this Franchise and any renewal period. The City shall be named as an additional insured. Insurance companies shall carry an A minus rating and be licensed to do business in the State of Maryland. The policies shall indemnify Grantee and the City from and against any and all claims for injury or damage to persons and property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of Grantee's Cable System. If Grantee is self-insured, it must so notify the City of the level of risk, in terms of dollar coverage, the Grantee has assumed.

(B) The minimum coverage for Commercial General Liability insurance for Grantee pursuant to this Franchise shall be one million dollars (\$1,000,000) and excess liability shall be provided for in an umbrella policy of not less than five million dollars (\$5,000,000). Grantee shall be solely liable for payment of premiums due on each policy.

(C) Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 5.2. Grantee shall provide the City with at least thirty (30) days prior written notice by certified mail in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(D) Grantee shall file certificates of insurance with the City within five (5) days of the effective date of this Franchise, which certificates of insurance shall be on standard industry forms.

(E) In the event of cancellation of any insurance policy required herein or upon Grantee's failure to procure said insurance, the City shall have the right to terminate the Franchise, or alternatively, to procure such insurance and charge the cost thereof to Grantee. Such costs may be paid for from Grantee's surety or by any means deemed appropriate by the City.

5.3 Construction Bonds

Grantee shall be required to obtain construction bonds in an amount to cover the costs of Grantee's construction in accordance with the City's ordinary practices applicable to users of the Rights-of-Way. The construction bond(s) shall be with a surety or sureties and in a form or forms acceptable to the City. Grantee shall pay all premiums or costs associated with maintaining the bond(s), and shall keep the same in full force and effect at all times during construction.

5.4 Letter of Credit

(A) Grantee shall provide a letter of credit from a financial institution in the amount of \$50,000 in a form acceptable to the City. In the event of any transfer of this Franchise, the City may require the new franchisee to increase the amount of the letter of credit to \$100,000.

(B) In the event it becomes necessary for the City to draw upon the letter of credit, the City will follow the procedures and requirements detailed in the letter of credit. The letter of credit shall be conditioned to be drawn upon by the City to compensate itself for any damages, costs or expenses consistent with this Franchise, and subject to providing Grantee with notice and a reasonable opportunity to cure. In particular, but without limitation, such letter of credit shall be drawn on in the case of any default or failure of Grantee to pay any fees, claims, damages, liens or taxes due under the Franchise. The City shall give Grantee ten (10) business days' notice of its intent to draw on the letter of credit. Grantee shall, within ten (10) business days, take action required to restore the letter of credit to its original full amount. The City may not draw from the letter of credit while a judicial action has been instituted by Grantee to challenge the amount owed.

5.5 Rights Reserved to the City

The rights reserved to the City with respect to the letter of credit and bonds are in addition to all other rights of the City, whether reserved by this Franchise or authorized by law, and no action or proceeding or exercise of a right with respect to such letter of credit or bonds shall affect any other right the City may have, although nothing herein is intended to allow duplicative recovery from or duplicative payments by Grantee or its surety(s).

5.6 No Limitation

Neither the provisions of this Franchise, or any bond accepted pursuant hereto, or any damages recovered hereunder shall be construed to excuse unfaithful performance by Grantee of the terms and conditions of this Franchise; or to limit the liability of Grantee under this Franchise. Any cancellation by the surety or sureties during the term of the Franchise, whether for failure to pay a premium or otherwise, without thirty (30) days advance written notice mailed by the surety or sureties, or Grantee, to the City shall be a violation of this Franchise.

SECTION 6. CUSTOMER SERVICE STANDARDS

6.1 Customer Service Standards

Grantee shall comply with the Customer Service Standards set forth in Exhibit A which is attached hereto and incorporated herein by reference. Nothing herein prohibits the City from exercising any additional customer service standard rights it has under applicable law.

6.2 Subscriber Privacy

Grantee shall comply with all applicable laws regarding the privacy rights of Subscribers and of records and correspondence pertaining thereto, including, but not limited to, any information obtained through marketing efforts or Subscriber surveys.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or the requirements of any applicable customer service standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

SECTION 7. REPORTS AND RECORDS

7.1 Recordkeeping

Grantee's books and records shall be maintained in accordance with all federal, state, and local laws, rules and regulations. Subject to applicable law, this Franchise and the City's regulatory powers, the City shall have the right to inspect and copy all books and records, including documents in whatever form maintained, including electronic media, to the extent that such books and records are necessary for the purpose of verifying compliance with the terms and conditions of this Franchise. The inspection shall take place during Normal Business Hours, upon reasonable notice by the City of not less than fifteen (15) business days, and at Grantee's place of business unless at a location otherwise mutually agreed upon by the parties. Such notice shall reasonably identify the books, records and materials or general categories of such the City requires to inspect. The City shall take reasonable steps to protect the proprietary and confidential nature of any such documents to the extent that such documents are identified as such by Grantee or as may be covered under applicable state law. Grantee shall be responsible for marking any construction documents that it deems proprietary and confidential.

7.2 Records Required

(A) Upon request, Grantee shall provide during the term of this Franchise annual reports for activation of new types of service and Subscriber numbers for the system. Such information shall be kept confidential to the extent provided by law and in a format reasonably acceptable to the City.

(B) Reports shall be subject to the subscriber privacy provisions of the Cable Act.

(C) Grantee shall maintain all records required under federal law in addition to any records required under this Franchise. Records required under this Franchise shall be retained in a reasonable form, for three (3) years.

(D) During periods of initial construction or reconstruction of the Cable System or construction or reconstruction of a major residential subdivision of the City, Grantee shall furnish monthly construction reports. During all other periods of major construction, quarterly reports shall be filed with the City. The type and form of the report shall be provided in a format reasonably acceptable to the City.

(E) Upon request, Grantee shall provide reports of the number of Dwelling Units passed by the Cable System during the term of this Franchise. The type and form of this report shall be provided in a format reasonably acceptable to the City.

(F) Grantee may file reports required above in an electronic format convenient and available to the City and Grantee.

(G) Upon request, Grantee shall file with the City a list of all petitions, documents, applications, reports and communications submitted or filed by Grantee, or its parent, with the FCC or any governmental agency or entity having jurisdiction with respect to Grantee's Cable System that specifically relate to Grantee's Cable System within the City.

(H) From time to time, the City will review its record reporting and retention policies to ascertain their usefulness to the City.

(I) Upon written request, copies of all current rules, regulations, terms, Subscriber contract forms, rates, and conditions established or imposed by Grantee in connection with the establishment, construction, operation and maintenance of the Cable System, including revised construction manuals, shall be provided to the City.

(J) Upon written request, Grantee shall provide a link to Grantee's, or its parent organization's Form 10-K.

(K) Grantee shall provide the City such other information as is reasonably requested by the City which is necessary for the enforcement of the Franchise, provided that Grantee is given thirty (30) days prior written notice of such request.

(L) The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the City may reasonably request related to compliance with the terms and conditions of this Franchise (not including clerical errors or errors made in good faith), maybe deemed a violation of this Franchise.

7.3 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall offer broad categories of programming services designed to meet the needs and interests of its Subscribers, similar to broad categories of programming offered in other jurisdictions.

8.2 Obscenity

In accordance with applicable law, Grantee shall not transmit any programming which is obscene under, or violates any provision of, applicable law relating to obscenity, and is not protected by the Constitution of the United States or the State of Maryland, provided however, Grantee shall in no way be responsible for programming over which it has no editorial control, including EG Access programming. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.3 Parental Control Device

The Grantee shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System.

8.4 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored; provided, however, Grantee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or proven harassment or abuse of Grantee's employees or agents. The Grantee shall act to the best of its ability so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for repair, maintenance or testing.

(B) In the event of a transfer of the Franchise, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to its reasonable costs for services rendered (as requested by the City) when it no longer operates the Cable System.

(C) In the event Grantee willfully fails to operate the Cable System for seven (7) consecutive days without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected.

(D) Subject to applicable law, for a reasonable period of time, not to exceed three (3) months, in the period between revocation, termination or forfeiture of this Franchise and the transfer of the Cable System to a qualified Person approved by the City, the Grantee shall continue to provide technical and operational services including all programming services, including EG Access services and other services, in accordance with the terms and conditions of this Franchise. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to its reasonable costs for services rendered when it no longer operates the Cable System.

8.5 Services for the Disabled

Grantee shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities, if readily achievable. It is the Subscriber's responsibility to notify the Grantee that he/she is disabled and requires special accommodation and to provide a reasonable amount of time for the Grantee to comply.

SECTION 9. ACCESS

9.1 EG Capital Fee

(A) Unless the City notifies Grantee of a lesser amount, Grantee shall provide to the City Seventy Cents (\$.70) per month per Residential Subscriber for EG Access capital costs (the "Capital Contribution"). Grantee shall not be responsible for collecting or paying the Capital Contribution with respect to gratis or bad debt accounts. Within ninety (90) days of a written request from the City, Grantee shall provide a report to the City regarding such gratis and bad debt accounts.

(B) The Capital Contribution shall take effect on the Effective Date and payments hereunder shall be due and payable no later than thirty (30) days following the end of each quarter. The City shall have discretion to allocate the Capital Contribution in accordance with applicable law, provided that, upon written request of the Grantee, the City submits a summary of EG capital expenditures from the Capital Contribution to Grantee within ninety (90) days of the end of each calendar year. To the extent the City makes Access capital investments using City funds prior to receiving necessary Capital Contribution funds, the City is entitled to credit such investments against subsequent Capital Contribution payments due from Grantee.

(C) Additionally, during the first five (5) years of the term of the Franchise Agreement, and provided the Franchise is mutually extended beyond the initial five (5) year term in accordance with Section 2.3 herein, for an additional three (3) years, Grantee shall provide to the City a Supplemental EG Capital Fee of Ten Cents (\$.10) per month per Residential Subscriber (the "Supplemental Fee"). Grantee shall not be responsible for collecting or paying the Supplemental Fee with respect to gratis or bad debt accounts. The Supplemental Fee shall take effect on the Effective Date and payments hereunder shall be due and payable no later than thirty (30) days following the end of each quarter. The City shall have discretion to allocate the Supplemental Fee in accordance with applicable law, provided that, upon written request of the Grantee, the City will submit a summary of expenditures from the Supplemental Fee to Grantee within ninety (90) days of the end of each calendar year. To the extent the City makes Access capital investments using City funds prior to receiving necessary Supplemental Fee funds, the City is entitled to credit such investments against subsequent Supplemental Fee payments due from Grantee.

(1) If the incumbent cable operator no longer maintains an institutional network for the City of Hagerstown or begins to offset its marginal cost related to any institutional network from its franchise fees paid to the City, Grantee shall no longer be obligated to provide the Supplemental Fee.

(D) To the extent permitted by federal law, Grantee may (i) recover the costs of the Capital Contribution, Supplemental Fee, or any other costs arising from the provision of EG services, from Subscribers, (ii) include such costs as a separately billed line item on each Subscriber's bill; and (iii) externalize, line-item, or otherwise pass-through costs to Subscribers. The parties agree that any costs to Grantee associated with the provision of the EG Grant do not constitute and are not part of the Franchise Fee.

9.2 Management and Control of Access Channels

The City shall have the responsibility for identifying the Designated Access Providers and sole and exclusive responsibility for allocating the Access Channel resources under this Section to control and manage the use of the Access Channels provided by Grantee under this Franchise, which are used or useable for the Educational Access Channel and Government Access Channel ("EG" or "EG Access"). The City may authorize Designated Access Providers to control and manage the use of any and all EG Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of EG Access Channels. To the extent of such designation by the City, the Designated Access Provider shall have the responsibility for operating and managing such EG Access facilities. The City shall require any Designated Access Provider, at its sole cost and expense, to indemnify and hold harmless Grantee against any claims arising out of the Designated Access Providers use of the Cable System and Access Channels. The City or its designee may formulate

rules for the non-commercial operation of the EG Access Channels, consistent with this Franchise. Grantee shall cooperate with the City and Designated Access Providers in the use of the Cable System and EG Access facilities for the provision of the Government and Educational Access Channels. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider. Nothing herein shall prohibit the City from assigning several Designated Access Providers to share a single EG Access Channel. Nothing herein shall prohibit the City, at its discretion, from reallocating use of the Access Channels established under subsection 9.3 in order to best meet community needs. Any reallocated use must comply with the requirements of this Franchise.

9.3 Access Channels

(A) Grantee shall, at its expense, within six (6) months after the Effective Date make available to the City or its Designated Access Provider two (2) standard-definition ("SD") Downstream Access Channels and two (2) high-definition ("HD") Downstream Access Channels. These Access Channels initially shall be allocated as follows: one (1) Governmental Access Channel in SD and HD for use by the City; and one (1) Educational Access Channel in SD and HD to be used primarily by the Washington County Board of Education ("BOE"). The HD channels shall mirror the content from the respective SD channels.

(1) For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p, 1080i, or greater.

(2) Grantee shall not be required to carry HD Access Channels in a higher quality format than that of the HD Access Channel signals delivered to Grantee. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the programming.

(3) Grantee shall carry the HD Access Channel simultaneously in SD format until SD channels are no longer provided over the Cable Systems.

(4) Grantee shall be responsible for all costs associated with the transmission of HD Access signals on its side of the Demarcation Point. The City or Designated Access Provider shall be responsible for costs associated with HD Access signal transmission on its side of the Demarcation Point.

(5) The City or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) The City acknowledges that to view Access Channels in HD Subscribers may have to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers or the City.

(C) The Educational Access Channel shall be made available to the BOE/Schools and local higher educational institutions free of charge. Grantee, the City and representatives from the BOE/Schools/local higher educational institutions may meet to determine the rules for use of the Channel and facilities.

(D) The Access Channels shall not be under the direction, control, supervision or management of Grantee except that Grantee can require that the signals meet applicable technical standards.

(E) There shall be no restriction on Grantee's technology used to deploy and deliver Access Channel signals so long as the requirements of the Franchise are otherwise met. Grantee may implement carriage of the EG channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that does not materially degrade the signal provided by the City or Designated Access Provider so that the EG Channels are reasonably comparable and functionally equivalent to similar commercial channels carried on the Cable System. In the event the City believes that Grantee fails to meet this standard, the City will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

(F) The City shall require all users of any of the EG facilities or Channels to execute the City's EG Statement of Compliance form, and Grantee shall transmit programming consistent with this Franchise and shall provide that such EG users shall defend and hold harmless Grantee and the City from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims arising out of the content of the material furnished for cablecast.

9.4 Competitive Services

(A) Neither Government Access or Educational Access users shall use the Access Channels, equipment, or facilities to provide programming, production or advertising services that are in competition with the programming, production or advertising services of Grantee.

(B) Educational programming produced by School or local higher educational institution personnel or staff or purchased by the Schools or local higher educational institutions for educational purposes shall not be considered competitive services.

(C) An Access Channel may not be leased to any third party for any type of service without the express written approval of the Grantee and City.

9.5 Change In Technology

In the event Grantee makes any change in the Cable System and related equipment and facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access Channel services or programming, Grantee shall at its own expense take necessary technical steps including the acquisition of all necessary equipment, on Grantee's side of the Demarcation Point, to ensure that the capabilities of EG Access Channel services are not diminished or adversely affected by such change. The City, or Designated Access Provider, shall at its own expense, provide any necessary equipment on its side of the Demarcation Point, which may be reimbursed from the EG Capital Contribution.

9.6 Underutilized Access Channels

(A) Grantee and the City agree that it is their mutual goal to fully and efficiently use the Channel capacity of the Cable System, which may include allowing the Grantee to use underutilized

time on Access Channels. If Grantee believes that any Access Channel has underutilized time, Grantee may file a request with the City to use that time. In response to the request, the City will consider a combination of factors, including but not limited to, the community's needs and interests, and the source, quantity, type and schedule of the programming carried on the Access Channel. The City will also take into account the mission of the Access programming, whether it is feasible for the Designated Access Providers to cluster Access Channel programming into blocks of time such that the Channel space can be compatibly shared between the Designated Access Provider and the Grantee and/or if several Designated Access Providers can combine their programming onto a single Access Channel. The City shall render its decision regarding the matter within sixty (60) days of receiving the request. Should the City find that the Access Channel or portion of the Access Channel may be used by the Grantee, then Grantee may begin using such time ninety (90) days after receipt of the decision. Any permission granted pursuant to this subsection for use of an Access Channel or a portion thereof shall be considered temporary.

(B) At such time as a Designated Access Provider believes that it has the resources and ability to utilize the Access Channel time currently used by the Grantee pursuant to this subsection, a Designated Access Provider may request that the City return such Channel or portion of the Channel for Access Channel purposes. In response to the request, the City will consider a combination of factors, including but not limited to, the community's needs and interests, and the source, quantity, type and schedule of the programming proposed to be carried on the Access Channel as well the applicant's ability and resources to acquire or produce the proposed Access Channel programming. The City will also consider, taking into account the mission of the Access Channel programming, whether it is feasible for the Designated Access Providers to cluster Access Channel programming into blocks of time such that the Channel space can be compatibly shared between the Designated Access Provider and the Grantee and/or if several Designated Access Providers can combine their programming onto a single Access Channel. The City shall render its decision regarding the matter within sixty (60) days of receiving the request. Should the City find that the evidence exists to support the return of the Access Channel or portion of the Access Channel to the Designated Access Provider, then Grantee shall surrender the requested time on the Access Channel within ninety (90) days of receiving the decision. The Designated Access Provider's request shall not be unreasonably denied.

9.7 Access Channels On Basic Service

All Access Channels provided to Subscribers under this Franchise shall be included by Grantee, without limitation, as a part of Basic Service. If Basic Service is no longer provided by Grantee, Access Channels shall continue to be provided to all Subscribers subject to applicable law and the requirements of this Franchise.

9.8 Access Channel Assignments

Grantee will use reasonable efforts to minimize the movement of Access Channel assignments.

9.9 EG Access Channel Identification

Anytime an EG Access Channel is moved from its identified channel location, the Grantee shall provide ninety (90) days' notice to the City and thirty (30) days' notice to Subscribers. The Grantee shall use reasonable means of notification so that Subscribers are made aware of the change

in channel assignment. In the event that an EG Access Channel has developed logos and identification with the prior channel assignment identified, the Grantee shall pay, up to Five Thousand Dollars (\$5,000) for the reasonable documented out-of-pocket costs to recreate logos and identification materials that identify the EG Access Channel with the new channel assignment and where necessary pay for the printing of replacement paper stock with the new channel information. The requirements herein shall not apply for EG Access Channel assignment relocations due to factors not within Grantee's control, including changes in the channel designation of must-carry Channels or other Federal, state or local requirements. Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for access programming use.

9.10 Interconnection

The Grantee shall maintain its Cable System so that it may be interconnected with other City franchised Cable Systems in order to make EG Access, in any form, widely available.

9.11 Return Lines

Concurrent with the System build-out, Grantee shall, at its expense, provide throughout the term of this Franchise a fiber optic return line to the headend from City Hall, at 1 East Franklin Street, Hagerstown, MD 21740 ("City Hall") in order to enable the distribution of Access Channel programming to Residential Subscribers. In addition, Grantee shall provide and maintain a fiber optic return line from the Washington County Board of Education, at 820 Commonwealth Avenue, Hagerstown, MD 21740, to City Hall to consolidate EG Access signals for delivery to Grantee's headend. At the City's or Designated Access Provider's expense, which may be reimbursed from the EG Capital Contribution, Grantee shall provide any additional return lines, or relocation of return lines, requested during the term of the Franchise. Grantee shall provide and maintain the equipment on its side of the Demarcation Point. The City shall provide and maintain the equipment on its side of the Demarcation Point. Such channel transmission, reception and switching equipment shall be capable of transporting an HD signal for Access Channels provided under Section 9.3. Notwithstanding the requirements above, Grantee as an alternative to providing fiber optic return lines, may, at its sole discretion, interconnect its Cable System with other providers in order to receive EG Channel programming.

(1) Notwithstanding the requirements above, Grantee may interconnect Access Channels with the incumbent cable operator in the City in the event that Grantee determines, in its sole discretion, that it would be economically burdensome to construct and maintain return lines for receipt of the Access Channel(s) programming versus interconnecting with the incumbent cable operator. Grantee shall be responsible for negotiating and constructing the interconnect with the incumbent operator in a timely manner, not to exceed six (6) months from the Effective Date, and for Grantee's costs in constructing and maintaining the interconnect.

9.12 Repair and Replacement

The Grantee shall be responsible for maintaining the Return Line(s) so long as the City provides Grantee with access to such locations and access to the EG Access Channel equipment within such locations. Any replacement or upgrade of signal transmitter and channel modulation equipment at EG Access origination sites shall be at the City's or Designated Access Provider's expense on the City's or Designated Access Provider's side of the Demarcation Point. Any

replacement or upgrade of signal receiver, demodulation and processing or remodulation equipment on Grantee's side of the Demarcation Point or at the Grantee's headend for EG Access purposes shall be at Grantee's expense. If Grantee intends to charge the marginal cost for the maintenance of the Return Line(s), it will give the City one hundred twenty (120) days' notice of the commencement of charges. If the City believes that the marginal cost has not been reasonably substantiated, it will notify Grantee and discussions will ensue within the 120-day period until the City and Grantee determine a mutually agreeable marginal cost. The Grantee will disclose in writing the amount due and provide the City, in writing, with reasonable detail sufficient to substantiate the marginal cost and the amount due.

9.13 Access Program Listings in Subscriber Guides

(A) For purposes of this Section, "Electronic Program Guide" or "EPG" means the program guide, navigation system and search functions accessible on Grantee's digital Cable Services through the Subscriber set-top unit and remote control, or their successor technology.

(B) Grantee shall make available to the City and any Designated Access Providers the third-party vendor contact information to participate in the Electronic Program Guide ("EPG") carried on the Cable System, and take any necessary steps to authorize and facilitate a request to place programming on the EPG.

(C) The City and its Designated Access Providers shall be responsible for providing the Access Channel programming information in the format and within the appropriate timeframe for insertion into program guides to the third party guide providers.

(D) The City or the Designated Access Provider, whichever is applicable, shall bear the capital, implementation and operating costs to include the Access Channel programming information into the EPG available to Subscribers.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Required Authorizations

No substantial construction or reconstruction can take place within the City without the City's knowledge and appropriate authorizations including authorizations from the FCC and State agencies, as may be required. A permit or permits, when issued, will satisfy this requirement to provide knowledge to, and receive appropriate authorization from, the City for such work.

10.2 Use of the Rights-of-Way

Grantee's Cable System and facilities, including poles, lines, antennas, satellite dishes, microwave dishes, other equipment and all appurtenances shall be located and erected so as:

(A) Not to endanger or interfere with the health, safety, or lives of Persons;

(B) Not interfere with improvements the City may deem proper to make;

(C) Not interfere with the free and proper use of the Rights-of-Way, places or property except to the minimal extent possible during actual construction and/or repair;

(D) Not interfere with the rights and reasonable convenience of private property owners, except to the minimal extent possible during actual construction and/or repair; and

(E) Not obstruct, hinder, or interfere with any gas, electric, water, or telephone facilities or other utilities located within the City.

10.3 Change in Right-of-Way

In the event that all or part of a Right-of-Way is eliminated, discontinued, modified or closed, all rights and privileges granted pursuant to this Franchise with respect to said Right-of-Way, or any part thereof so eliminated, discontinued, modified or closed, shall cease upon the date on which the Right-of-Way, or part thereof, is affected. Nonetheless, the City shall provide Grantee with sixty (60) days prior written notice of said elimination, discontinuance, modification or closure. Where reasonably possible and to the extent consistent with the treatment of other utility facilities in the former street or Right-of-Way, the City shall reserve easements for Grantee to continue to use the former street or Right-of-Way. The Grantee shall bear the cost of any removal or relocation of the Cable System unless the vacation is primarily for the benefit of a private party, in which case the private party shall bear such costs. If public funds are available to any other user of the Right-of-Way for the purpose of defraying the cost of any of the foregoing, the City shall notify Grantee of such funding and make available such funds to the Grantee within a reasonable timeframe.

10.4 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the City, of which the Grantee is made aware, regarding Rights-of-Way, joint trenching and boring issues that may impact the Cable System. The City shall provide ten (10) days' written notice of any such meetings.

10.5 Joint Trenching

Grantee shall endeavor to limit the cutting of streets, sidewalks and other Rights-of-Way through joint trenching. Grantee shall contact the Department of Engineering prior to any street cuts or disturbance of a sidewalk to determine if utilities or Telecommunications companies or other cable operators are scheduled to cut the same street or disturb the same sidewalk. A permit, when issued, will satisfy this requirement. Upon discovery of other like plans to disturb the Right-of-Way, Grantee shall contact the other users and, where practicable, plan for joint trenching.

10.6 General Standards

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed in accordance with sound engineering practices. Grantee will take prompt corrective action if it finds that any facilities or equipment in the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

10.7 Permits Required for Construction

No Cable System construction work shall take place without a City permit and the payment of the permit fee as required by the City Code. Notwithstanding the requirements herein, Grantee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. The City shall not be required to make inspections or approve Grantee's Cable System or construction plans and specifically disclaims such obligation. Grantee is also responsible for securing and paying for any and all State permits and is responsible for displaying the appropriate permits, upon request, at the work site. Any other related construction shall also be subject to the requirements of the City Code and the payment of all associated fees.

10.8 Emergency Permits

In the event that emergency repairs are necessary, that would under normal conditions require a permit from the City under Section 10.7, Grantee may initiate such emergency repairs and shall apply for appropriate permits with the City's Engineering Department the next business day.

10.9 Maps

(A) Upon thirty (30) days' written request, Grantee shall provide strand maps in hard copy or electronic form of all constructed areas and maps of proposed construction in sufficient detail as reasonably requested by the City. The maps are not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers.

(B) The City does not guarantee the accuracy of any of its maps showing the horizontal or vertical location of existing substructures.

10.10 Movement of Facilities During Emergencies

During emergencies, the City may move Grantee's facilities without prior notice. The City shall use reasonable efforts to minimize the impact on Grantee's facilities related to any emergency movement. Grantee shall be entitled to compensation for expenses incurred for replacement or repair related to any emergency movement by the City to the extent that other wired users of the Right-of-Way are so compensated.

10.11 Compliance with Construction Standards

(A) Grantee shall construct, maintain, operate and repair its Cable System in accordance in all material respects with applicable sections of the following most current editions and standards, to the extent that such standards and regulations remain in effect and are applicable to the Grantee's Cable System: Occupational Safety and Health Act, as amended; National Electrical Safety Code and National Electric Code, as amended; Federal Aviation Administration rules and regulations, as amended; FCC rules and regulations, as amended; County, State, and City environmental permits and procedures; and generally applicable provisions of the City Code as amended from time to time. Grantee shall also comply in all material respects with any common joint trenching agreements to which Grantee is a party; any pole attachment agreements; and any federal, state or applicable local laws and regulations that may apply to the operation, construction, maintenance or repair of Cable

Systems, including without limitation local zoning and construction codes and laws, all as hereafter may be amended or adopted.

(B) Grantee's Cable System, including drop cables, shall be grounded in accordance with the latest version of the National Electrical Safety Code, the National Electrical Code, or in a pole attachment agreement. The City's adoption of the latest NESC or NEC standards shall not be required to enforce these provisions.

10.12 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits; pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not unduly interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not unduly obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.13 Main Roads and Streets

Grantee shall not unduly create traffic congestion on main roads and streets due to construction or maintenance of the Cable System. In compliance with generally applicable permitting requirements, construction and maintenance shall be scheduled around morning and evening rush hours on North and South Potomac, East and West Washington, North and South Burhans Blvd, Northern Avenue and Eastern Blvd, when practicable. In the event that construction or maintenance must be conducted during such times at such places, the Grantee shall notify the City's Department of Engineering. The City may deny Grantee's use of said streets and roadways during said periods.

10.14 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition.

10.15 Marking

Grantee will comply with and adhere to State and local regulations relating to the locating and marking of its underground facilities.

10.16 Notice Regarding Right-of-Way

Grantee shall give not less than seven (7) calendar days' notice to private property owners of construction work in adjacent Rights-of-Way.

10.17 Underground Construction and Use of Poles

(A) The Grantee shall utilize existing poles and conduit wherever possible.

(B) In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) In areas where electric and telephone wires are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality, at no expense to the City unless funding is generally available for such relocation to all users of the Rights-of-Way. Nothing in this Franchise shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment, although such related equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules applicable to cable systems.

(D) Upon the decision of the City to require the undergrounding of all aerial utility and Cable System facilities within an area, the City shall notify Grantee ninety (90) days prior to the requirement to place its facilities and cables underground. Grantee's relocation costs shall be included in any computation of necessary project funding by the City or private parties.

(E) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities.

(F) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Grantee shall obtain separate pole attachment agreements with the City prior to attaching or installing facilities on any City owned poles, which shall be in a form mutually agreeable to the City and Grantee. To the extent another Person owns poles or facilities Grantee shall be required to obtain an agreement with such other Person prior to installation of Grantee's facilities and equipment.

(G) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for fiber optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the City in any construction by the Grantee that involves trenching or boring, provided that the City has first notified the Grantee in some manner that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the City to lay its cables, conduits and fiber optics in the Grantee's trenches and bores, provided the City pro rata shares in the cost of the trenching and boring on the

same terms and conditions as the Grantee. The City shall not use, or permit any other entity or person, to use the City's cables, conduits and fiber optics placed in trenches or bores opened by the Grantee to provide any service or products that directly or indirectly compete with any product or services provided by the Grantee. The City shall be responsible for maintaining its respective cables, conduits and fiber optic facilities buried in the Grantee's trenches and bores under this paragraph.

10.18 Installation In Public Buildings

Grantee shall secure, if required under applicable City building ordinances, a permit for installations in public buildings and facilities.

10.19 Poles, Towers, and Satellite Dishes and Antennas

(A) Grantee shall comply with the applicable provisions of the City's Zoning Ordinance, and other applicable ordinances, related to the erection of poles, towers, satellite dishes or antennas.

(B) No location of any pole, antenna or tower of Grantee shall be a vested right and such pole, antenna or tower shall be removed or modified by Grantee at its own expense whenever the City determines that the public convenience or public safety would be enhanced thereby.

(C) Grantee shall, to the extent technically feasible, utilize existing poles, towers and other structures in the construction of its Cable System. The City in its deliberations may consider economic considerations brought forward by Grantee which may impact Grantee's use of existing poles, towers and structures.

(D) Nothing in this Franchise prohibits, restricts or seeks to regulate Grantee's contractual freedom to negotiate for collocation upon the towers or poles of Telecommunications providers, other cable systems or upon the City's towers and poles; or from seeking to rent to Telecommunications providers and other cable operator's space upon Grantee's poles and towers.

10.20 Restoration of Public and Private Property

(A) Grantee shall be responsible for restoring, replacing or repairing public and private property disturbed by Grantee's construction, reconstruction, maintenance or other activity that causes a disturbance to property. Property shall be restored, replaced or repaired at Grantee's sole cost and expense to a condition reasonably comparable to that prior to the conditions which caused the disturbance, injury or damage. Absent unusual or extraordinary circumstances, Grantee shall use its best efforts to repair, restore or replace property within ten (10) days from the date the work causing damage is complete. In the event Grantee fails to perform replacement, restoration or repair in a satisfactory manner, as determined by the City, the City shall have the right to make the correction at the sole expense of Grantee and may demand payment from Grantee, which payment shall be made within thirty (30) days after completion of the work. In the event a private property owner claims that his property has not been fully restored or restored in accordance with the conditions described herein, that owner shall file a written complaint with the Grantee with a copy to the City stating the damage to the property and request that the restoration be completed. If the restoration is not satisfactorily completed within thirty (30) days of notice from the owner to the Grantee, the owner shall notify the City. Failure to restore property in accordance with the terms and conditions of this Section shall be considered a violation of this Franchise.

(B) The Grantee shall have the authority to cut or trim trees, or other natural vegetative growth, encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with or potential damage to Grantee's wires, cable, or other equipment. Grantee shall comply with federal, state, or generally applicable local law related to any such work. Grantee shall not cut or trim any tree, shrub or vegetation on public property, other than in the Right-of-Way, without first obtaining written authorization from the City. Written authorization shall not be required for emergency work or work to restore service outages. However, authorization must be obtained once the emergency is concluded or the outage is resolved. Any such work shall be done at Grantee's expense. Grantee shall not perform any such work on private property without first securing permission of the property owner.

10.21 Inside Wiring

Grantee shall comply with the federal inside wiring rules and regulations, as amended from time to time.

10.22 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to permanently discontinue using any facility within the Rights-of-Way, Grantee shall notify the City of its intent regarding such discontinuance. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Channel purposes.

10.23 Movement of Cable System Facilities For City Purposes

(A) The City has the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. The City shall provide reasonable notice to Grantee, not to be less than thirty (30) days, except in the case of an emergency, and allow Grantee the opportunity to perform such action.

(B) In the event of any capital improvement project exceeding \$500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least thirty (30) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City

requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way.

(C) If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

(D) If public funds are available to any other user of the Right-of-Way for the purpose of defraying the cost of any of the foregoing, the City shall notify Grantee of such funding and make available proportionate funds to the Grantee within a reasonable timeframe.

10.24 Emergencies

In the event of an emergency, or where the Cable System has been determined by the City to be constituting an imminent danger to health, safety, life or property, Grantee shall remove or relocate any or all parts of the Cable System at the request of the City. If Grantee refuses or fails to comply with the City's request, the City may remove or relocate any or all parts of the Cable System upon reasonable notice to Grantee. The City shall bill the Grantee, or deduct the costs from the letter of credit or bonds, for the City's actual costs and expenses in performing the work. The City shall use reasonable efforts to minimize the impact on Grantee's facilities related to any emergency removal, but the City shall not be liable to Grantee for any real or consequential damages sustained by Grantee or its Subscribers or any other users of the Cable System. Grantee shall be entitled to compensation for expenses incurred for replacement or repair related to any emergency removal by the City to the extent that other users of the Rights-of-Way affected by the same emergency are so compensated.

10.25 Movement of Cable System Facilities for Other Franchise or Permit Holders

If any removal, replacement, modification or disconnection of the Cable System is reasonably required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise or permit holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the expense of such removal, replacement, modification or disconnection of the Cable System be paid by the benefitted party, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.26 Temporary Movement of Cable

Upon not less than ten (10) business days written notice, Grantee shall temporarily raise and lower its aerial cable and associated structures upon a request by a person holding a valid permit from the City. The requesting party shall be responsible for all costs and expenses associated with the movement of the cables and structures. Grantee may require prepayment of the fees and expenses. A statement of fees for such temporary raising and lowering of cables and structures shall be provided to the requesting party at the time of the request, and the requesting party shall sign a document agreeing to the charge and the payment thereof or the Grantee shall not be required to move its cable plant and structures.

10.27 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.28 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction at any time during Normal Business Hours upon at least two (2) business days' notice, or, in case of an emergency or related to facilities in the Right-of-Way, at any time, upon demand without prior notice in order to ensure compliance with the terms and conditions of this Franchise. Any such inspection shall not interfere with the Grantee's operations. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to bill the Grantee, or deduct the costs from the bonds, for the City's actual costs and expenses in performing the work. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City. The Grantee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time. The City shall have the right to charge generally applicable inspection fees therefor.

10.29 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.30 Contractors and Subcontractors

Any contractor or subcontractor used for work or construction, installation, operation, maintenance or repair of Grantee's Cable System must be properly licensed under the laws of the State of Maryland and in accordance with all applicable local ordinances. Each contractor or subcontractor shall have the same obligations with respect to its work as Grantee would have if the

work were performed by Grantee. Grantee shall employ contractors, subcontractors and employees to perform work for it who are trained and experienced in their duties. Grantee shall be responsible for ensuring that the work performed is consistent with the obligations of this Franchise and applicable laws, regulations, policies and procedures, and shall be responsible for promptly correcting acts, as necessary, or omissions by any contractor or subcontractor. Contractors and subcontractors shall maintain, at a minimum, insurance appropriate to, and at sufficient levels for, the scope of each such contractor's or subcontractor's work.

10.31 Single Point of Contact

The City shall designate a single point of contact at the City for the administration of Right-of-Way matters.

SECTION 11. CABLE SYSTEM CONFIGURATION, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee shall build, maintain and operate an activated Cable System with a minimum equivalent bandwidth of 1 GHz and provide two-way capability throughout the service area.

(B) Equipment must be installed so that all closed captioned programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all signals received in stereo are retransmitted in stereo.

(C) Grantee's construction decisions shall not discriminate based on the income level of any particular community within the Franchise Area.

11.2 Standby Power

Grantee shall provide standby power generating capacity at the Headend capable of providing at least twenty-four (24) hours continuous emergency operation. Grantee shall maintain standby power system supplies, rated for at least four (4) hours duration, throughout the trunk and distribution networks. Grantee shall also deploy status monitoring equipment at strategic locations throughout its Cable System and in accordance with industry practice, make commercially reasonable efforts to maintain portable motorized generators to be deployed, prior to system failure, in the event that the duration of the power disruption is potentially going to exceed four (4) hours.

11.3 Emergency Broadcasts

Grantee shall install and maintain as part of its Cable System an Emergency Alert System (EAS) consistent with federal requirements.

11.4 FCC Technical Standards

Grantee shall comply in all material respects with applicable FCC Technical Standards, as amended from time to time.

11.5 Cable System Performance Testing

(A) Grantee shall, at its expense, perform all tests on its Cable System required by the FCC, and the City under Section 11.6, and shall maintain written records of its test results, including in its public file as required by the FCC. Copies of such test results will be provided to the City upon request.

(B) Upon written request, required tests may be observed by representatives of the City. Grantee will notify the City of Cable System tests at least ten (10) days before, and provide the opportunity to observe, any such tests the City has requested to witness.

(C) Grantee shall promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a violation of this Franchise. Sites shall be re-tested following correction.

11.6 Additional Tests

Where there exists significant evidence which in the judgment of the City reasonably casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority, upon thirty (30) days prior written notice to require Grantee to perform additional applicable tests to show compliance with FCC standards, and to analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required by the City.

SECTION 12. SERVICE EXTENSION AND SERVICE TO PUBLIC BUILDINGS

12.1 Cable System Construction

(A) The parties acknowledge that Grantee is the not the first entrant into the wireline video market in the City. As a new entrant, investment in and expansion of Grantee's Cable System should be driven by market success, and not a contractual requirement for ubiquitous coverage. To demonstrate its commitment to provide Cable Service to the City, Grantee agrees that within three (3) years from the Effective Date of this Franchise, Grantee shall use commercially reasonable efforts to make Cable Services available to at least forty percent (40%) of the Dwelling Units in the City ("Initial Service Area"). Grantee shall not be obligated to expand its Cable System beyond the Initial Service Area until at least twenty-five percent (25%) of the Dwelling Units in the Initial Service Area purchase Cable Services from Grantee ("Initial Subscription Threshold"). Once the Grantee achieves the Initial Subscription Threshold, Grantee agrees that within two (2) years from the date Grantee meets the Initial Subscription Threshold, Grantee shall make a further investment in the Cable System to ensure that Grantee has the capability to offer Cable Services to at least an additional

twenty percent (20%) of the Dwelling Units in the City ("Additional Service Area"). Grantee shall not be obligated to expand its Cable System beyond the "Additional Service Area" until at least twenty-five percent (25%) of the Dwelling Units in the Additional Service Area purchase Cable Services from Grantee ("Additional Subscription Threshold"). Provided the Franchise is mutually extended beyond the initial five (5) year term, once the Grantee achieves the Additional Subscription Threshold, Grantee agrees that within two (2) years from the date the Grantee meets the Additional Subscription Threshold, Grantee shall make a further investment in the Cable System to ensure that the Grantee has the capability to offer Cable Services to at least eighty-five percent (85%) of the Dwelling Units in the City ("Ending Service Area").

(1) Except as provided in Section 12.2 (D), Grantee shall not be obligated to extend its Cable System to areas where the average density is below twenty (20) Dwelling Units per mile, as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this Subsection, a home shall only be counted as a Dwelling Unit if such home is not currently passed by the Cable System and is within three hundred (300) feet drop distance of the Grantee's proposed distribution cable in the Right-of-Way.

(2) A Dwelling Unit shall be counted toward the Initial Service Area, Additional Service Area, or thereafter when Grantee's Cable Service passes the Dwelling Unit's route of vehicular or wireline utility ingress or egress regardless of whether providing Cable Service to the Dwelling Unit would require additional cost to the customer for a non-standard drop or Cable System extension.

(3) Dwelling Units requiring private easements for trunk or feeder line construction will be excluded from the Initial Coverage Threshold calculation unless Grantee is able to secure such private easement.

(4) Subject to the build out requirements in this Section 13.1(A) or Section 12.2(D), Grantee shall offer Cable Service to Dwelling Units within one hundred twenty-five (125) feet of drop distance from its distribution cable in the Right-of-Way at its standard installation rate. Grantee may charge a Dwelling Unit the incremental cost required to reach such Dwelling Unit beyond the one hundred twenty-five (125) foot drop distance. The Grantee may require such cost to be paid in advance.

(5) Grantee shall not be held in non-compliance with these build requirements caused by delays in the receipt of all necessary easements, permits, pole licenses, pole attachment agreements, locates, or other required authorizations, when the delay is not the fault of the Grantee.

(B) Nothing herein shall preclude Grantee from constructing additional Cable System extensions or making Cable Service available to additional Dwelling Units at its discretion.

(C) While Grantee is granted a franchise to serve the entire City, subject to the provisions of this subsection and Section 9.11, the parties acknowledge that Grantee shall have the sole discretion to determine where and when to activate and offer Cable Services to Subscribers.

12.2 Service Availability

(A) In General. Under Normal Operating Conditions, Grantee shall provide a standard installation of Cable Service within seven (7) days of a request by any potential Residential Subscriber within its service area in the City, except that the time deadline shall not apply where line extension construction or extensive internal wiring is required to provide such service, or where the potential Residential Subscriber requests an installation date beyond seven (7) days. For purposes of this subsection, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. This standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis. Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise;

(2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot aerial drop connecting to the exterior demarcation point for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing, upon request, to the City;

(B) Non-discriminatory Service. Grantee shall not arbitrarily refuse to provide Cable Services to any Person within its Franchise Area. Grantee reserves the right to refuse to provide Cable Service for good cause, including but not limited to non-payment, theft of service, damage to equipment or abusive conduct directed towards Grantee's employees or agents. Subject to the installation requirements above, all Dwelling Units passed by the Cable System in the Franchise Area shall have the same availability of Cable Services from Grantee's Cable System at non-discriminatory rates. Notwithstanding the foregoing, Grantee may impose reasonable requirements (e.g., equipment deposits) based on creditworthiness and past payment history and introduce new or expanded Cable Services on a geographically phased basis, where such services require an upgrade of the Cable System. Nothing contained herein shall prohibit the Grantee from offering promotions, discounts, or other marketing techniques.

(C) Service to Multiple Dwelling Units. The parties hereto acknowledge and agree that installation and provision of Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and the Grantee. Unless the Grantee has entered into a bulk services agreement with the building owner, landlord or governing body, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the serviceability of the building in accordance with this Section and Grantee having legal access to the building and said unit. Grantee may charge installation fees in connection therewith.

(D) Customer Charges for Extensions of Service. For areas with an average density of less than twenty (20) Dwelling Units per mile under Section 12.1(A)(1) that are not otherwise going to be served by Grantee, or subsequent to the completion of the Ending Service Area build, for service requests outside of Grantee's Ending Service Area, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements.

For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in which service may be expanded, Grantee will contribute an amount equal to the total construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of Dwelling Units per 5,280 cable-bearing strand feet of its trunk or distribution cable from the nearest technically feasible point on the Cable System from which a usable signal can be obtained and whose denominator equals twenty (20). Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. For purposes of this Subsection, a home shall only be counted as a Dwelling Unit if such home is not currently passed by the Cable System and is within three hundred (300) feet drop distance of the Grantee's proposed distribution cable in the Right-of-Way. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

(E) Upon written request, the Grantee shall provide the technical specifications required to be met for the Dwelling Unit owner to dig the trench and/or install appropriate conduit, consistent with the technical specifications of the Grantee. If the owner elects to conduct trenching and/or install appropriate conduit at the owner's expense, the Grantee's cost estimate shall be modified to take into account any cost savings or increases that may result.

(F) Exceptions to the above density computation and line extension requirements are businesses located in IR, JG, CL, CG, CC-MU, CR, POM and I-MU zoning districts, as amended from time to time, as it is the intent of this subsection to exclude industrial parks and shopping centers.

12.3 Service to Community Facilities.

Upon written request, the Grantee shall provide Basic and Expanded Basic Cable Service and a Standard Installation at one outlet to up to fifteen (15) Public Building locations or Schools as defined in Section 1.32 of this Franchise, located in the Franchise Area within one hundred twenty-five (125) feet of the Grantee's distribution cable. No charge shall be made for installation, except that Grantee may charge for installation beyond one hundred twenty-five (125) feet of distance of the cable plant. If Grantee intends to charge the marginal cost for the services required by this Section, it will give the City one hundred twenty (120) days' notice of the commencement of charges. The Grantee will disclose in writing the amount due and provide the City, in writing, reasonable detail sufficient to substantiate the marginal cost and the amount due. If the City believes that the marginal cost has not been reasonably substantiated, it will notify Grantee within sixty (60) days of receipt of the notice of the commencement of charges, identifying the information it reasonably requires to substantiate marginal cost. Grantee, within the 120 day period shall provide the City with the information requested. Charges may include those for services and equipment, if any, at each location. Charges may include all applicable fees and taxes and shall be subject to adjustment at a time consistent with Grantee's retail rate adjustments. The City may remove locations or change the level of Cable Service with thirty (30) days' written notice to the Grantee. Such obligation to provide such Cable Service shall not extend to areas of City buildings where the Grantee would normally enter into a contract to provide Cable Service. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. The City shall designate a City representative to monitor the above complimentary video service and cable drop requirements.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Notice of Noncompliance

(A) In the event the City believes that Grantee has not complied with the material terms of the Franchise, the City shall notify Grantee in writing of the alleged noncompliance; state the nature of the noncompliance; reference the sections of the Franchise for which Grantee is alleged to be out of compliance.

(B) The Grantee shall have thirty (30) days from receipt of the City's written notice to: (i) come into compliance as provided for; (ii) propose an alternative remedy which the City may deem acceptable that would have the effect of placing the Grantee in compliance; (iii) in the event that, by nature of the noncompliance, such noncompliance cannot be cured within the thirty (30) day period, initiate commercially reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed; or respond to the City contesting the assertion of noncompliance. Noncompliant action may lead to revocation of the Franchise as provided for in this Franchise or for certain violations the imposition of liquidated damages.

(C) In the event the Grantee fails to respond to the City's notice, if the alleged noncompliance is not remedied within thirty (30) days or the date projected by the Grantee, or if the City disagrees with the Grantee's assertion contesting the noncompliance, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at a time that is no less

than ten (10) business days therefrom. The City shall notify the Grantee in advance, in writing of the time and place of such hearing and provide the Grantee with a reasonable opportunity to be heard.

(D) A public hearing under this section stays all proceedings in furtherance of the action appealed from.

(E) Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the City may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; (ii) pursue liquidated damages in accordance with Section 13.7 below; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with Section 13.2 below.

13.2 Franchise Forfeiture, Revocation and Termination

(A) Subject to applicable federal and state law, in addition to all other rights and powers retained by the City under this Franchise, or otherwise, the City reserves the right to forfeit, revoke and terminate the Franchise and all rights and privileges of the Grantee in the event of a substantial breach of the material terms and conditions of the Franchise.

(B) If Grantee practices any intentional fraud or deceit upon the City or its Subscribers, or if Grantee becomes insolvent or bankrupt, as adjudged by a court of competent jurisdiction, then this Franchise may be revoked.

(C) In accordance with Section 13.1 herein, Grantee shall be given a written notice from the City, an opportunity to cure, and public hearing prior to revocation, termination or forfeiture of this Franchise. In the event that the City believes that grounds for revocation, termination or forfeiture exist or have existed, the City shall notify shall give written notice to the Grantee of its intent to revoke, terminate, or forfeit the Franchise, including an instance of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have sixty (60) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree that the allegations of noncompliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(D) At the designated public hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the State of Maryland, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court.

(E) In the event that the City has revoked this Franchise for cause, the City shall comply with Section 627 of the Cable Act as to the disposition of the Cable System, or the City may require removal of the System in accordance with this Franchise. Upon a decision to acquire the Cable

System, the City shall exercise its option to acquire the Cable System within four (4) months from the date of revocation of this Franchise or the entry of a final order of Grantee's judicial appeal of the City's revocation order, whichever is later. Notwithstanding the above, Grantee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Grantee from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

13.3 Judicial Relief

No provision of this Franchise shall be deemed to bar the right of the City or Grantee from seeking judicial relief for a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated hereunder. Neither the existence of other remedies identified in the Franchise nor exercise thereof shall be deemed to bar or otherwise limit the right of the either party to recover monetary damages, as allowed under applicable law, or to seek judicial enforcement by means of specific performance, injunctive relief or mandate, or pursue any other judicial remedy available at law or in equity although nothing herein is intended to allow duplicative recovery from or duplicative payments by Grantee or its surety(s).

13.4 Sale or Acquisition of Cable System

The sale or acquisition of the Cable System due to non-renewal of the Franchise shall be governed by the Cable Act.

13.5 Receivership and Foreclosure

(A) At the option of the City, subject to applicable law, this Franchise may be revoked one hundred eighty (180) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred eighty (180) days of appointment; or

(2) The receiver or trustee has, within one hundred eighty (180) days after his election or appointment, fully complied with all the terms and provisions of this Franchise and remedied all defaults under the Franchise. Additionally, the receiver or trustee shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision and condition of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, subject to applicable law, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

13.6 City Immunity

This Franchise shall not be read to limit any immunities the City may enjoy under federal, State or local law.

13.7 Liquidated Damages

(A) Prior to the imposition of any liquidated damages by the City, the Grantee shall be given notice and an opportunity to cure, and public hearing, in accordance with Section 13.1 herein.

(B) In the event of a violation of this Franchise, the City may pursue actual or liquidated damages. If the City pursues liquidated damages, such action shall be in lieu of pursuing actual damages on behalf of the City. The City in its sole discretion may assess Grantee or charge to and collect from the letter of credit or bonds provided for in this Franchise, the following liquidated damages for:

(1) Failure to construct and activate the Cable System in accordance with the terms of this Franchise, unless the delay is authorized by the City, two hundred fifty dollars (\$250) per day for each day, or part thereof, such failure occurs or continues.

(2) Failure to provide data, documents, reports or information, one hundred dollars (\$100) per day for each day, or part thereof, such failure occurs or continues.

(3) Failure to cooperate with the City during any performance evaluation, technical audit or financial audit, two hundred fifty dollars (\$250) per day for each day, or part thereof, such failure occurs or continues.

(4) Failure to comply with FCC technical standards, five hundred dollars (\$500) per day for each day, or part thereof such failure occurs or continues.

(5) Failure to comply with customer service standards, two hundred fifty dollars (\$250) per day for each day, or part thereof, such failure occurs or continues.

(6) Failure to notify the City of a transfer, five hundred dollars (\$500) per day for each day, or part thereof, such failure occurs or continues.

(7) Failure to provide the Emergency Alert System or failure of the EAS system to work properly due to fault of the Grantee, five hundred dollars (\$500) per day for each day, or part thereof, such failure occurs or continues.

(8) Failure to restore City property or Rights-of-Way in accordance with this Franchise, two hundred fifty dollars (\$250) per day for each day, or part thereof, such failure occurs or continues.

(9) Failure to operate the Cable System or provide Cable Service over the required portion of the Franchise Area for three (3) consecutive days, two hundred fifty dollars (\$250) per day for each day, or part thereof, such failure occurs or continues.

(C) In calculating the potential forfeitures under this provision, such forfeitures shall be assessed only on a category-by-category basis, without simultaneous assessments within the same category. For example, a failure to provide multiple reports shall be assessed as a single per day forfeiture of \$100. Liquidated damages awarded under this Franchise shall be limited to no more than \$25,000 per year. Nothing herein is intended to allow duplicative recovery from or payments by Grantee or its surety(s).

(D) The City may, in its discretion, waive in full or in part any or all liquidated damages.

(E) Subject to the provisions of Section 14.7 (A) above, liquidated damages shall be paid by the Grantee to the City. If the liquidated damages are not paid in full and in a timely manner, the City may draw upon the letter of credit to satisfy the obligations as provided herein.

(F) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City.

13.8 Effect of Abandonment

(A) If the Grantee abandons its Cable System during the Franchise term, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City; or obtain an injunction requiring the Grantee to continue operations.

(B) The City shall be entitled to exercise its options herein if the Grantee willfully fails to provide Cable Service over a substantial portion of the Franchise Area for seven (7) consecutive days.

(C) If Grantee arbitrarily and capriciously discontinues Cable Service to Subscribers, this Franchise may be revoked or terminated by the City Council in accordance with Sections 13.1 and 13.2 herein.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

14.2 Transfers

(A) This Franchise and the Cable System shall not be assigned, transferred, sold, or disposed of in whole, or in part, by voluntary sale, sale and leaseback, merger, consolidation, exchange of stock, by provision of a management agreement, or otherwise, or by forced or involuntary sale, without the prior written consent of the City.

(B) Prior approval of the City shall be required where a controlling interest in Grantee is to be acquired during the term of this Franchise in any transaction, or series of transactions, by a person or group of persons acting in concert, none of whom owned or controlled Grantee, singularly or collectively on the Effective Date of the Franchise. The term "controlling interest" as used herein is not limited to majority stock ownership but includes actual working control in whatever manner exercised.

(C) The approval of a transfer in one instance shall not render unnecessary approval of any subsequent transfer.

(D) Approval of a transfer by the City does not constitute a waiver or release by the City of its rights under this Franchise (unless otherwise stated in writing), whether arising before or after the date of the transfer, nor does such approval constitute a waiver or release of the rights of the City in and to the Rights-of-Way or public land, or release of any police powers.

(E) A transfer of this Franchise shall be conducted in accordance with the Cable Act and applicable federal rules and regulations, and the requirements set forth in this Franchise. The City may request any information it deems reasonable to evaluate the financial, technical, and legal qualifications of the transferee. Grantee and the transferee shall provide the information requested by the City in a timely manner. Any questions raised by the City, and any decision made by the City, regarding a transfer request shall be directly related to *bona fide* concerns regarding the qualifications of the transferee and the ability of the transferee to comply with the existing Franchise terms.

(F) If a transfer occurs within three (3) years of the Effective Date, a transferee and the Grantee requesting a transfer of this Franchise shall be responsible for the City's reasonable direct and indirect costs, consultants' and attorneys' fees and other fees and expenses of the transfer process in an amount up to \$12,500.

(G) The City's consent to a transfer shall not be unreasonably withheld.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any right, title or interest of Grantee in the Franchise or in the Cable System in order to secure indebtedness; (ii) a transfer to an entity directly or indirectly owned and/or controlled by Comcast Corporation; or (iii) the sale, conveyance, transfer, exchange or release of less than fifty percent (50%) of Grantee's equitable ownership in the Cable System or this Franchise.

SECTION 15. REMOVAL OF CABLE SYSTEM

Grantee shall apply for and obtain encroachment permits, licenses, authorizations or approvals as may be necessary for removal of the Cable System. Grantee shall pay any and all fees, costs and expenses associated with the removal of its Cable System and shall deposit with the City an

acceptable security deposit, if required, prior to the removal of any part of its Cable System. Grantee shall be responsible for the restoration of all affected public and private property, public buildings and Rights-of-Way that may be damaged during the removal of its Cable System or due to the removal of its Cable System. The removal shall be completed within twelve (12) months following the date of this Franchise's expiration, termination, forfeiture or revocation unless the City and Grantee agree in writing to a different length of time. In the event the Grantee fails to remove all of its Cable System, the City may remove same and charge the cost of removal to the letter of credit and bonds. The City also has the right, in accordance with applicable law, to condemn any remaining part of the Cable System and take ownership accordingly. Grantee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Grantee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Equal Employment and Non-discrimination

Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Localism

(A) Whenever practicable, Grantee shall make its employment opportunities in the City, to provide, install, sell, market and deliver its Cable Services, available to City residents to apply. Additionally, Grantee shall make a reasonable effort to coordinate with the State of Maryland's, or other State or County Employment or Social Service Agencies', workforce programs when posting employment opportunities (e.g. Maryland Workforce Exchange).

(B) Wherever practicable, Grantee shall make a reasonable effort to allow City businesses to contend for supplying goods and providing services utilized to install, sell, market and deliver Grantee's Cable Services.

16.3 Notices

(A) The agents for the receipt of notice shall be:

To the City:

City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740
Attention: City Administrator

To the Grantee:

Comcast Cable
1215 East Fort Avenue, Suite 103
Baltimore, MD 21230

Attention: Government Affairs Department

With copies to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

(B) All notices shall be in writing and deemed served upon receipt.

16.4 Captions and Headings

The captions and headings of the sections and subsections set forth herein are intended solely to facilitate the reading hereof. Such captions and headings shall not affect the meaning or interpretation of this Franchise.

16.5 Attorneys' Fees

If any action or suit arises in connection with this Franchise other than renewal proceedings, the prevailing party (either the City or Grantee, as the case may be) shall be entitled to recover all of its reasonable attorneys' fees, consultants' costs and expenses and other costs and expenses in connection therewith in accordance with applicable law, in addition to such other relief as the court may deem proper.

16.6 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.7 Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

16.8 Venue

Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in Circuit Court in Washington County, Maryland, or federal court in Baltimore, Maryland.

16.9 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.10 Waiver

The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision. The failure of the Grantee at any time to require performance by the City of any provision hereof shall in no way affect the right of the Grantee hereafter to enforce the same. Nor shall the waiver by the Grantee of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.11 Cumulative Rights

The rights and remedies reserved to the City by this Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the City may have with respect to the subject matter of this Franchise.

16.12 Construction of Agreement

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Maryland (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC, and any other applicable local, State and federal laws, rules regulations, legislation or orders (as such now exist, are later amended or subsequently adopted).

16.13 Actions of the City or Grantee

In any action by the City or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

16.14 Entire Agreement

This Franchise and Exhibit and a letter agreement dated _____ represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.

16.15 Time Is of the Essence

In determining whether a party has complied with this Franchise, the parties agree that time is of the essence.

16.16 Severability

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or

provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

IN WITNESS WHEREOF, this Franchise is signed by the parties hereto as of the day and year first above written.

ATTEST:

CITY OF HAGERSTOWN:

City Clerk

Mayor

ATTEST:

COMCAST OF CALIFORNIA/
MARYLAND/PENNSYLVANIA/
VIRGINIA/WEST VIRGINIA, LLC

Title:

Title:

EXHIBIT A - CUSTOMER SERVICE STANDARDS

I. POLICY

The Grantee shall be permitted the option and autonomy to first resolve citizen Complaints without delay and interference from the City.

Where a given Complaint is not addressed by the Grantee to the citizen's satisfaction, the City may intervene.

These Standards are intended to be of general application; however, the Grantee shall be relieved of any obligations hereunder if it is unable to perform due to force majeure. The Grantee is free to exceed these Standards for the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Complaint" shall mean a Customer expression of dissatisfaction that is within Grantee's control and requires a corrective measure on the part of Grantee, whether written or oral, that is directed to Grantee's system office or to the City for resolution. This does not include routine inquiries, service requests and initial contacts where an issue is concurrently resolved to the Subscriber's satisfaction.

"Customer" or "Subscriber" shall mean any person who lawfully receives cable service from the Grantee.

"Customer Service Representative" (or "CSR") shall mean any person employed by the Grantee to assist, or provide service to Customers, whether by answering public telephone lines, answering Customers' questions, or performing other customer service related tasks.

"Normal Business Hours" shall mean those hours during which most similar businesses in the City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

"Normal Operating Conditions" shall mean those service conditions that are within the control of the Grantee. Those conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

"Service Interruption" shall mean the loss of picture or sound on one or more cable channels.

III. CUSTOMER SERVICE

A. Courtesy

All employees of the Grantee shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with Customers.

B. Accessibility

1. Grantee's customer service centers and bill payment locations will be open at least during Normal Business Hours and will be conveniently located. The Grantee shall post a sign at service centers advising Customers of its hours of operation. The Grantee shall maintain options for bill payment within the City and convenient options for processing change of service requests, addressing Customer inquiries and requests and for equipment return and exchange. Grantee may satisfy equipment return and/or exchange through in-person locations within the Hagerstown Metropolitan area, pickup and/or replacement at Subscribers' addresses, or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer). Subscribers may utilize, at their preference, any options for equipment return or exchange made available by the Grantee. The Grantee shall provide free exchanges of faulty converters at the Customer's address.

2. The Grantee shall maintain local telephone access lines or a toll-free telephone number that shall be available 24 hours a day, seven days a week for service/repair requests.

3. The Grantee shall have technicians on call 24 hours a day, seven days a week, including legal holidays.

4. During Normal Business Hours and under Normal Operating Conditions, the Grantee shall retain trained Customer Service Representatives and have telephone line capacity available to ensure that telephone calls to service/repair and billing inquiries are answered within 30 seconds or less, and that any transfers to a customer service representative are made within 30 seconds. These standards shall be met no less than 90 percent of the time, under Normal Operating Conditions, measured quarterly.

5. After Normal Business Hours, the telephone lines may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Customer Service Representative on the next business day.

6. Under Normal Operating Conditions, the total number of calls receiving busy signals shall not exceed 3% of the total telephone calls. This standard shall be met 90 percent or more of the time measured quarterly.

7. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with any of the telephone answering standards above unless and until the City requests such action(s) based on a historical record of complaints indicating a clear failure to comply.

C. Responsiveness

1. Residential Installation

a. The Grantee shall complete all standard residential installations requested by Customers within seven (7) business days after the order is placed, under Normal Operating Conditions 95% of the time measured on a quarterly basis, unless the Customer requests a later date for installation. "Standard" residential installations are those located within 125 feet from the existing distribution system. If the Customer requests a nonstandard residential installation, or the Grantee determines that a nonstandard residential installation is required, the Grantee shall provide the Customer in advance with a total installation cost estimate and an estimated date of completion.

b. Absent unusual circumstances, all new underground cable drops from the curb to the home shall be buried in accordance with the requirements of applicable regulations and the Franchise, and within a reasonable period of time (but no later than fourteen (14) days, weather permitting) from the initial installation, or at a time mutually agreed upon between the Grantee and the Customer. Grantee shall not be held in non-compliance with these burial requirements caused by delays in the receipt of all necessary easements, permits, locates, or other required authorizations, when the delay is not the fault of the Grantee.

2. Service Appointments

a. The appointment window alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the Customer. Absent unusual circumstances, the Grantee may not cancel an appointment with a Customer after close of business on the day before the scheduled appointment.

b. If Grantee's representative is running late for an appointment with a Customer and will not be able to keep the appointment as scheduled, the Customer will be contacted. The appointment will be rescheduled, as necessary, at a time, consistent with Grantee's standard service hours, which is convenient for the Customer.

c. The Grantee shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, provided that the technician has all necessary parts and equipment to complete the specified work order. If the Customer is absent when the technician arrives, the technician shall leave notification of timely arrival.

3. Outages and Service Interruptions

a. In the event of a system outage (loss of reception on all channels) resulting from Grantee equipment failure affecting five (5) or more Customers, the Grantee shall respond promptly and shall remedy the problem as quickly as is feasible.

b. Under Normal Operating Conditions, the Grantee shall begin working on Service Interruptions promptly and in no event later than twenty four (24) hours after the interruption becomes known.

c. The Grantee shall keep an accurate and comprehensive file of any and all Complaints received during the existing and preceding calendar year regarding the Cable System or its operation of the Cable System, in a manner consistent with the privacy rights of Customers, and the Grantee's actions in response to those Complaints. The Grantee shall provide the City an executive summary upon fifteen (15) days' written request which shall include information concerning Complaints.

d. Under Normal Operating Conditions, the Grantee shall use its best efforts to begin working on all outages and service interruptions for any cause beyond the control of the Grantee within thirty-six (36) hours, after Grantee becomes aware that the conditions beyond its control have subsided but not later than forty-eight (48) hours.

4. TV Reception

a. The Grantee shall render efficient service, make repairs promptly, and make reasonable efforts to interrupt service only for good cause and for the shortest time possible. Under Normal Operating Conditions, the Grantee shall make reasonable efforts to provide prior notice to Subscribers and the City before interrupting service for proactive planned maintenance or construction, except where such interruption is expected to be three (3) hours or less in duration, or performed between the hours of 12 A.M and 6 A.M. Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption.

b. If a Customer experiences poor signal quality attributable to the Grantee's equipment, the Grantee shall begin actions to correct the problem within the next business day or twenty-four (24) hours, whichever is later, following the Customer notification of the service problem provided that the Customer is available and the repair can be made within the allotted time. If an appointment is necessary, the Customer may choose the blocks of time described in Section 2.a. At the Customer's request, the Grantee shall repair the problem at a time within Grantee's standard service hours, which is convenient to the Customer.

5. Problem Resolution. A Customer Service Representative shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the Customer Service Representative shall be referred to the appropriate supervisor or department for resolution.

6. Billing, Credits, and Refunds

a. The Grantee shall allow at least fifteen (15) days for payment of a Customer's service bill. If the Customer's service bill is not paid within forty-five (45) days, the Grantee may perform a disconnect of the Customer's service. Grantee shall provide Customers with at least fourteen (14) days' written notice prior to disconnection, which may be part of the Customer's service bill.

b. The Grantee shall issue refund checks promptly but no later than either the Customer's next available billing cycle following resolution of the request or within thirty (30) days, whichever is later, or the return of the equipment supplied by the Grantee if service is terminated.

c. Credits for service will be issued no later than the Customer's next available billing cycle following the determination that a credit is warranted.

7. Notice/Work. Except in the case of an emergency involving public safety or service interruption to a large number of Subscribers, the Grantee shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed. Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. Any work on private property shall be conducted in accordance with an agreement between the Grantee and property owner. If damage is caused by any Grantee activity, the Grantee shall reimburse the property owner for the cost of the damage or replace or repair the damaged property to a condition reasonably comparable to the condition of such property before the Grantee's activity commenced. Adjacent or affected property owners shall be reasonably notified in advance of major construction or installation projects in the Rights-of-Way or on private property. In the case of an emergency, the Grantee shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made.

D. Customer Information

1. Upon installation, and at any time the Customer may request, the Grantee shall provide the following information, in clear, concise written form:

- a. Products and services offered by the Grantee, including its channel lineup;
- b. The Grantee's complete range of service options and the prices for those services;
- c. Instruction on the use of cable TV service;
- d. The Grantee's billing, collection and disconnection policies;
- e. Customer privacy requirements;
- f. All applicable Complaint procedures, including the telephone numbers and where to find the mailing addresses of the Grantee and the contact at the City;
- g. Use and availability of parental control/lock out devices;
- h. Where to locate the days, times of operation, and location of service centers.

2. Customers will be notified of any changes in rates, programming services or channel positions in writing. Notice must be given to Customers a minimum of thirty (30) days in advance of such changes if the change is within the control of Grantee. Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment or charge of any kind imposed by any federal agency, State or the City on the transaction between Grantee and the Customer. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the Subscriber. The written notices required by this section may be provided electronically and by any other reasonable means (such as video scroll message) through which notifications are usually, customarily, and typically provided to Subscribers.

3. All officers, agents, and employees of the Grantee or its contractors or subcontractors who personally visit any residential dwelling shall be issued identification cards bearing their name and photograph. The Grantee shall account for all identification cards at all times. Every vehicle of the Grantee shall be visually identified to the public as working for the Grantee. Every vehicle of a subcontractor or contractor, used for installation or maintenance activities, shall be labeled with the name of the contractor or subcontractor, and shall be further identified as contracting or subcontracting for the Grantee.

4. Each CSR, technician or employee of the Grantee in each contact with a Customer shall state the estimated cost of the service, repair, or installation prior to delivery of the service or before any work is performed, and shall provide the Customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work is to be performed.

E. Safety

The Grantee shall install and locate its facilities, cable system, and equipment in compliance with all federal, state and local safety standards applicable to similarly-situated users of the Right-of-Way including cable operators, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever the Grantee receives notice that an unsafe condition exists with respect to its equipment, the Grantee shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

IV. COMPLAINT PROCEDURE

A. Complaints to the Grantee

1. The Grantee shall establish written procedures for receiving, acting upon, and resolving Complaints without intervention by the City (except where necessary) and shall publicize such procedures through printed documents at the Grantee's sole expense.

2. Within fifteen (15) calendar days after receiving a Complaint, the Grantee shall notify the Customer of the results of its investigation and its proposed action or credit.

3. The Grantee shall also notify the Customer of the Customer's right to file a Complaint with the City in the event the Customer is dissatisfied with the Grantee's decision, and shall explain the necessary procedures for filing such Complaint with the City.

4. The Grantee's Complaint procedures shall be filed with the City.

B. Complaints to the City

1. Any Customer who is dissatisfied with any proposed disposition of a Complaint by the Grantee or who has not received a decision within the fifteen (15) calendar day period shall be entitled to have the Complaint reviewed by the City.

2. The Customer may initiate the review either by calling the City or by filing a written request together with the Grantee's written decision, if any, with the City.

3. The Customer shall make such filing and notification within twenty (20) days of receipt of the Grantee's decision or, if no decision has been provided, within thirty (30) days after filing the original Complaint with the Grantee.

4. If the City decides that further evidence is warranted, the City shall require the Grantee and the Customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Grantee and the Customer shall produce any additional evidence, including any reports from the Grantee, which the City may deem necessary to an understanding and determination of the Complaint.

6. If the City determines that the Complaint is valid and that the Grantee did not provide the complaining Customer with the proper solution and/or credit, the City may assert noncompliance in accordance with Section 13.1 of the Franchise.

C. Overall Quality of Service

The City may evaluate the overall quality of Customer service provided by the Grantee to Customers:

1. In conjunction with any performance evaluation provided for in the Franchise; or

2. At any other time, in its sole discretion, based on the number of Complaints received by the Grantee or the City, and the Grantee's response to those Complaints.

D. Procedures for Remedying Violations

If the City has reason to believe that the Grantee has failed to comply with any of these Standards, or has failed to perform in a timely manner, the City may assert noncompliance in accordance with Section 13.1 of the Franchise.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Approval of \$ 20,000 American Rescue Plan Act (ARPA) Funding to Support the FSU HUB@USMH Early Childhood Learning Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

11.1.22_FSU_HUB_USMH_Early_Childhood_Learning_Res_and_Sub_Agreement.pdf	Resolution and Motion Approval of ARPA Funding to FSU HUB at USMH and Subrecipient Agreement
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REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 1, 2022

TOPIC: Approval of \$20,000 ARPA Funding to support the FSU HUB@USMH
Early Childhood Learning program

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION:

I hereby move for the Mayor and Council approval of up to \$20,000 American Rescue Plan Act (ARPA) funds to support the FSU HUB@USMH Early Childhood Learning program. The program engages children and their families in early learning activities and weekly programs to ensure readiness for Pre-K and Kindergarten. The funding will temporarily cover the costs of salaries and benefits for the Director of Community Relations and Lead Teacher positions in order to continue the program services until their expected State grant funding is received.

The time of performance shall be 4-months beginning on the 1st day of November, 2022 and ending on the 28th of February, 2023, or the date that all available funds up to the maximum of \$20,000 have been reimbursed, or the date that State grant funding is available for the reimbursement; whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another program or project at that time.

DATE OF PASSAGE: 11/1/2022
EFFECTIVE DATE: 11/1/2022

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF A SUBRECIPIENT GRANT AGREEMENT FOR THE
ASSISTANCE OF AN EARLY CHILDHOOD LEARNING PROGRAM
BETWEEN THE CITY OF HAGERSTOWN AND
FROSTBURG UNIVERSITY
RECITALS**

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called “SLFRF”), a part of the American Rescue Plan Act (“herein called “ARPA”), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, Frostburg University, is an arm of the University of Maryland System organized and existing under the laws of the State of Maryland (“Frostburg University” or “SUBRECIPIENT”) which operates a graduate program in the City of Hagerstown;

WHEREAS, Frostburg University has made a request to the CITY to reallocate existing ARPA award funds to support, on a temporary basis, the salary and benefits of the positions of Director of Community Relations and Lead Teacher for the *FSU Hub @USM-H Early Childhood Learning Program* for children and their families within the City (hereinafter referred to as the “Program”);

WHEREAS, the CITY has received such a grant in the amount of \$20.4 million, allocated a portion of this funding to the Subrecipient in order to help maintain the Program; and

WHEREAS, the services provided by the Subrecipient are consistent with the ARPA eligible expenditure category of “Healthy Childhood Environments: Early Learning”; and

WHEREAS, the Subrecipient further agrees to develop and retain sufficient documentation, to clearly support the ARPA eligible activity for each instance of assistance provided by the Subrecipient; and

WHEREAS, the Subrecipient shall be responsible for administering the Program in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds.

WHEREAS, the Grant Agreement funds may be passed through to Frostburg University, which performs work which benefits early childhood learning, and which is located in Hagerstown, Maryland and which is eligible for SLFRF Grant Funds;

WHEREAS, the City shall pass through the grant funds to Frostburg University subject to the terms and conditions of the City's receipt of the SLFRF and ARPA and other applicable federal law and regulations; and

WHEREAS, attached hereto and incorporated herein is a Subrecipient Grant Agreement between the City and Frostburg University to pass through funds for activities by Frostburg University to operate the Program; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into the attached Subrecipient Grant Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreement with Frostburg University, a copy of which is attached hereto, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
Emily N. Keller, Mayor

Date of Introduction: November 1, 2022
Date of Passage: November 1, 2022
Effective Date: November 1, 2022

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND
FROSTBURG STATE UNIVERSITY**

This Agreement is entered into as of this _____ day of _____, 2022 (“Effective Date”) by and between the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, acting by and through the DEPARTMENT OF FINANCE (herein called the "CITY"), and Frostburg State University, ("herein called the “SUBRECIPIENT”).

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called “SLFRF”), a part of the American Rescue Plan Act (“herein called “ARPA”), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the CITY has received such a grant in the amount of \$20.4 million, desires to allocate a portion of this funding to the subrecipient in order to provide temporary financial assistance to help maintain their existing FSU HUB @USMH Early Childhood Learning Program; and

WHEREAS, Frostburg University, is an arm of the University of Maryland System organized and existing under the laws of the State of Maryland and which operates a graduate program at the University of Maryland System-Hagerstown in the City of Hagerstown; and

WHEREAS, the SUBRECIPIENT has made a request to the CITY to receive ARPA funds to administer the FSU HUB @ USMH (hereinafter referred to as the “Program”) to provide short term financial assistance to pay employee salaries and benefits to continue the Program until State grant funding is received; and

WHEREAS, the services provided by the SUBRECIPIENT are consistent with the ARPA eligible expenditure category of “Healthy Childhood Environments: Early Learning”; and

WHEREAS, the SUBRECIPIENT further agrees to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the SUBRECIPIENT; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT Agreement for the expenditure of ARPA funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a **FSU HUB @USMH Early Childhood Learning Program** in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. Such program shall include the following activities eligible under the ARPA program:

- A. Operate the above referenced program within the City of Hagerstown to engage children and their families in early learning activities to prepare children 0-4 years of age for Pre-Kindergarten and Kindergarten, and connect families with community partners and resources;
- B. Funding to cover costs of salary and benefits for the Director of Community Relations position which includes collaborating with community partner agencies to plan and implement family engagement in early childhood learning activities and program, maintaining program-related social media, encouraging family participation by recruiting and retaining families in weekly programs, and maintaining records of family milestones and Ages and Stages protocol;
- C. Funding to cover costs of salary and benefits for the Lead Teacher position which plans and implements weekly early childhood family engagement activities, assists the Director with data collection for Ages and Stages protocol, and assists in the recruitment and retention of families.

The award is temporary gap funding to maintain the Program by reimbursing for the above employee salaries and benefits up to a maximum of \$20,000 until the Subrecipient receives expected State grant or other grant funding. In order to document that Frostburg State University and the FSU HUB @USMH program spending activities meet ARPA funding objectives and eligibility guidelines, Frostburg State University agrees to send payroll reports and other required documentation with each reimbursement request (see Section . 7C).

2. TIME OF PERFORMANCE

The time of performance shall be 4-months beginning on the Effective Date and ending on the 28th day of February, 2023, or the date that the expected State or other grant funding for the program has been received, or the date that all available funds have been expended, whichever occurs sooner. Said time of performance may be extended in writing by the City upon request from the Subrecipient to cover any additional time period during which the Subrecipient remains in control of ARPA funds.

3. BUDGET

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed **\$20,000.00** in ARPA funds for eligible incurred costs upon

presentation of properly executed reimbursement forms as approved by the City. Funding under this Agreement shall cover the Program costs.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the City unless any or all such costs are disallowed by the City or the U.S. Department of the Treasury.

Any reimbursement made under this Agreement must comply with the applicable requirements or 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

The City may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information, program information and payment or purchase records in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its ARPA contract and then approved in writing by the City.

4. PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed **\$20,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section 4 herein and in accordance with performance. **Expenses for general administration shall not be paid under this Agreement.** Claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

Reimbursement requests may be mailed to: Stacey Pierre-Louis, Grant Coordinator, Accounting and Finance Department, 1 E Franklin Street – 2nd Floor #204, Hagerstown, Maryland, 21740 or spierre-louis@hagerstownmd.gov . Payments shall be made within **ten (10)** business days.

5. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipient by tracking program progress, reviewing payment requests for applicable costs, overseeing compliance with ARPA requirements, and ensuring recordkeeping and audit requirements are met. Requests for reimbursement for ineligible activities and/or substandard performance as determined by the City will constitute noncompliance with this Agreement and will be cause for City to withhold reimbursement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individual in the capacities indicated below, unless otherwise modified by subsequent written notice. Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY

Stacey Pierre-Louis
Grant Coordinator
City of Hagerstown

1 E. Franklin Street – 2nd Floor #204
Address

Hagerstown, Maryland 21740
City, State and Zip

Telephone: 301-739-8577 ext. 308

Fax Number: 301-733-1205

SUBRECIPIENT

Sara L. Wilhelm
Director, Office of Sponsored Programs
Frostburg State University

101 Braddock Rd
Address

Frostburg, Maryland 21532
City, State and Zip

Telephone: 301-687-7054

Fax Number: _____

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 2 of the Code of Federal regulations, Part 200 (the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subpart D of these regulations.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance unless otherwise specified in this agreement, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

F. Funding Source Recognition

The Subrecipient will insure recognition of the roles of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.341, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of the Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

In accordance with 2 CFR 200.341, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, including Subpart F regarding audit requirements pursuant to the Single Audit Act, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 2 CFR 200.334 that are pertinent to the activities to be funded under this Agreement. Such records will include but not be limited to:

- a. Records providing a full description of the program services provided;
- b. Records demonstrating that each activity undertaken is in response to the COVID-19 public health emergency or its economic impacts;
- c. Records required to determine the eligibility of activities;

- d. Records documenting compliance with Executive Order 13985 regarding Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, Coordination of Non-Discrimination in Federally Assisted Programs, 28 CFR Part 42 and all other laws and regulations relating to nondiscriminatory use of Federal Funds. Those requirements include ensuring that entities receiving Federal financial assistance do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity);
- e. Financial records as required by 2 CFR 200.500-200.507.

2. Access to Records and Retention

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of three years. The retention period begins on the date of the submission of the City's final quarterly reports to the Department of the Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, coordinated entry eligibility, self-certification, or other basis for determining eligibility and description of services provided. Such information shall be made available to City monitors or their designees, U.S. Department of the Treasury, or other authorized representatives for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by **State or Federal law** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period or termination of this agreement shall include, but are not limited to, making final payments, submitting final required documentation, and transferring to the City any unused ARPA funds. Notwithstanding

the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds.

6. Audits and Inspections

If the Subrecipient expends \$750,000 or more in a year in Federal awards, the Subrecipient shall have a single or program-specific audit conducted for that year in accordance with the requirements as set forth in 2 CFR Part 200.501 and 2 CFR Part 200.507. Subrecipients must send a copy of the final report to the City within either 30 days of the report's issuance or nine months after the end of the audit period based on whichever event occurs first. The City also reserves the right to engage an auditor to perform 2 CFR Part 200.501 audits on the Subrecipient. Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with 2 CFR Part 200 requirements. This grant is made pursuant to and is identified as follows:

- a. Federal Grant Title: Coronavirus State and Local Fiscal Recovery Fund
- b. Catalog of Federal Domestic Assistance Number (CFDA): 21.027
- c. Federal and/or State Identification Numbers: B-18-MC-24-0012

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, U.S. Department of the Treasury, and duly authorized officials of the State and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments

C. Reporting

At such times and in such forms as Department of the Treasury or the City may require, there shall be furnished to Department of the Treasury or the City such statements, records, reports, data and information as Department of the Treasury or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require the Subrecipient to submit complete payroll records with a written payment request, documentation of applicable payroll costs, and documentation of program activities and enrollment, or other applicable program information, if requested.

Said monthly reports shall be submitted in a timely fashion to the Grant Coordinator by the last business day of each month and subject to the approval of the City prior to reimbursement of Subrecipient as set forth hereinabove. The City and Subrecipient reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement, but without disclosing the

names or other identifying information of the Clients served. Monthly reports shall be submitted in accordance with the following reporting schedule:

Report Due Date

November 30, 2022

December 30, 2022

January 31, 2023

February 28, 2023

D. Procurement

1. Compliance

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall request written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, and Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the American and Disabilities Act of 1990, the Age Discrimination act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulation and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

B. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

2. Conflict of Interest

No member of the City's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the Program, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

C. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or

otherwise use and to authorize others to use, the work or materials for governmental purposes.

D. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect

11. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENT have executed this agreement as of the date and year last written below.

MAYOR AND CITY COUNCIL OF
HAGERSTOWN BY AND THROUGH
THE DEPARTMENT OF FINANCE

FROSTBURG STATE UNIVERSITY

By: _____

Stacey Pierre-Louis

Title: Grant Coordinator _____

Date: _____

By: _____

Sara L. Wilhelm

Title: Director, Office of Sponsored Programs _____

Date: _____

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Purchase of 14 Drones for Hagerstown Police Department

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_60-month_Contract_Agreement_for14_Drones.pdf
Consent_Form_-_Drones.pdf
Q-418589-44860.861AS_Drone_5_year_Final.pdf
Sole_Source_Axon_Camera.pdf
RFP_and_Addendums-010720_Public_Safety.pdf

Description

Motion - Purchase of 14
Drones
CONSENT FORM
QUOTE
SOLE SOURCE
RFP

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 1, 2022

TOPIC: Acceptance of 60-Month Contract Agreement for (14) Drones

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval to enter into a 60-month contract agreement for (14) drones, which will include hardware and software licenses.

The total contract price is \$300,751.20 with the FY23 amount of \$140,370.55 being purchased with ARPA funds. Out year costs of \$40,095.16 would be included in the department's operating budget.

DATE OF PASSAGE: November 1, 2022



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

October 27, 2022

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, 
Chief of Police

Ref: FY23 Axon Air Contract

The Hagerstown Police Department is seeking Mayor and Council approval enter into a 60-month contract agreement for 14 drones, hardware and software licenses.

The total contract price is \$300,751.20. The annual cost are as follows:

FY 2023 - \$140,370.55
FY 2024 - \$40,095.16
FY 2025 - \$40,095.16
FY 2026 - \$40,095.16
FY 2027 - \$40,095.17

The solicitation will occur under competitively awarded Minnesota Government Agency Solicitation Number: RFP#010720.

We are proposing the purchase to be made with ARPA funds in FY23. Out year costs would be included in the department's operating budget.



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: November 1, 2022

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Axon Drones

Account No: 0110401 5839-ARP15 CIP Control No.

Budget Amount: \$ 0 Account Balance: \$ 0 Unbudgeted Amount: \$ (140,371)

Fiscal Year: 2023-21 Source of Funds: Year 1 - ARPA, Following Years - General Fund

Quantity	Description	Value
	Contract agreement for (14) drones, hardware and software licenses	\$ 300,751.20
	FY23 - \$140,370.55 (ARPA Funding)	
	FY24 - \$40,095.16	
	FY25 - \$40,095.16	
	FY26 - \$40,095.16	
	FY27 - \$40,095.17	
TOTAL VALUE OF PROJECT		\$300,751.20

ABOVE TO BE USED FOR: For drone program purchase and implementation.

Piggyback from another agency contract. (Sourcewell)

RECOMMENDED VENDOR: Business Name: Axon Enterprise, Inc.
Business Address: 17800 N. 85th Street
City/State/Zip: Scottsdale, Arizona 85255

Bid/Proposal/Quote No.: Q-418589-44860-864AS

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

This purchase will be made utilizing ARPA funds for the initial purchase. The 4 out year costs will be part of our budget through the several yrs.
 Chay Lawky 10/27/22

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Recommend approval.

Jason T. Miller 10/27/22

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - ARPA funding is eligible to cover this purchase even though it was not originally included during the budget process. A budget amendment will be completed upon approval.

Michelle 10/27/22

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Acey Thomas 10/27/22

Signature / Date



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-418589-44860.864AS

Issued: 10/26/2022

Quote Expiration: 11/15/2022

Estimated Contract Start Date: 12/01/2022

Account Number: 110659

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Hagerstown Police Dept.-50 N Burhans Blvd 50 N Burhans Blvd Hagerstown, MD 21740-4661 USA	Hagerstown Police Dept. - MD 50 N Burhans Blvd Hagerstown, MD 21740-4661 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Boyle Phone: Email: kboyle@axon.com Fax:	Nick Varner Phone: (240) 675-3728 Email: nvarner@hagerstownpd.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$300,751.20
ESTIMATED TOTAL W/ TAX	\$300,751.20

Discount Summary

Average Savings Per Year	\$6,150.00
TOTAL SAVINGS	\$30,750.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2022	\$140,370.55	\$0.00	\$140,370.55
Nov 2023	\$40,095.16	\$0.00	\$40,095.16
Nov 2024	\$40,095.16	\$0.00	\$40,095.16
Nov 2025	\$40,095.16	\$0.00	\$40,095.16
Nov 2026	\$40,095.17	\$0.00	\$40,095.17
Total	\$300,751.20	\$0.00	\$300,751.20

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$331,501.20
\$331,501.20
\$300,751.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	60	\$183.34	\$183.34	\$183.34	\$66,002.40	\$0.00	\$66,002.40
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	60	\$283.34	\$283.34	\$283.34	\$68,001.60	\$0.00	\$68,001.60
CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	60	\$116.67	\$116.67	\$116.67	\$28,000.80	\$0.00	\$28,000.80
A la Carte Hardware									
100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32		\$329.00	\$329.00	\$329.00	\$10,528.00	\$0.00	\$10,528.00
100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4		\$14,042.00	\$14,042.00	\$14,042.00	\$56,168.00	\$0.00	\$56,168.00
12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6		\$469.00	\$469.00	\$469.00	\$2,814.00	\$0.00	\$2,814.00
12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6		\$6,500.00	\$4,500.00	\$4,500.00	\$27,000.00	\$0.00	\$27,000.00
12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4		\$648.00	\$648.00	\$648.00	\$2,592.00	\$0.00	\$2,592.00
12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6		\$149.00	\$149.00	\$149.00	\$894.00	\$0.00	\$894.00
100535	AXON AIR, PARSEC LTE-1700	1		\$7,500.00	\$3,750.00	\$3,750.00	\$3,750.00	\$0.00	\$3,750.00
A la Carte Software									
100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	60	\$291.67	\$291.67	\$291.67	\$35,000.40	\$0.00	\$35,000.40
A la Carte Services									
100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1		\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$300,751.20	\$0.00	\$300,751.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	12/01/2022	11/01/2022
A la Carte	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	12/01/2022	11/01/2022
A la Carte	100535	AXON AIR, PARSEC LTE-1700	1	12/01/2022	11/01/2022
A la Carte	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	12/01/2022	11/01/2022
A la Carte	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	12/01/2022	11/01/2022
A la Carte	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	12/01/2022	11/01/2022
A la Carte	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	12/01/2022	11/01/2022

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	6	12/01/2022	11/30/2027
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	6	12/01/2022	11/30/2027
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	6	12/01/2022	11/30/2027
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR, UAS LICENSE (CLASS 2)	4	12/01/2022	11/30/2027
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	4	12/01/2022	11/30/2027
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	4	12/01/2022	11/30/2027
AXON AIR, CLASS M UAS BUNDLE	100582	AXON AIR, UAS LICENSE (CLASS M)	4	12/01/2022	11/30/2027
AXON AIR, CLASS M UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	4	12/01/2022	11/30/2027
AXON AIR, CLASS M UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	4	12/01/2022	11/30/2027
A la Carte	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	12/01/2022	11/30/2027

Services

Bundle	Item	Description	QTY
A la Carte	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1

Payment Details

Nov 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00	\$0.00
Year 1	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$25,837.28	\$0.00	\$25,837.28
Year 1	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$4,842.88	\$0.00	\$4,842.88
Year 1	100535	AXON AIR, PARSEC LTE-1700	1	\$3,750.00	\$0.00	\$3,750.00
Year 1	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$16,100.18	\$0.00	\$16,100.18
Year 1	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$411.24	\$0.00	\$411.24
Year 1	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$1,294.44	\$0.00	\$1,294.44
Year 1	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$1,192.32	\$0.00	\$1,192.32
Year 1	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$12,420.00	\$0.00	\$12,420.00
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$30,361.10	\$0.00	\$30,361.10
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$31,280.74	\$0.00	\$31,280.74
Year 1	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$12,880.37	\$0.00	\$12,880.37
Total				\$140,370.55	\$0.00	\$140,370.55

Nov 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00	\$0.00
Year 2	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$7,582.68	\$0.00	\$7,582.68
Year 2	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$1,421.28	\$0.00	\$1,421.28
Year 2	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$4,725.05	\$0.00	\$4,725.05
Year 2	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$120.69	\$0.00	\$120.69
Year 2	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$379.89	\$0.00	\$379.89
Year 2	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$349.92	\$0.00	\$349.92
Year 2	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$3,645.00	\$0.00	\$3,645.00
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$8,910.32	\$0.00	\$8,910.32
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$9,180.22	\$0.00	\$9,180.22
Year 2	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$3,780.11	\$0.00	\$3,780.11
Total				\$40,095.16	\$0.00	\$40,095.16

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00	\$0.00
Year 3	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$7,582.68	\$0.00	\$7,582.68
Year 3	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$1,421.28	\$0.00	\$1,421.28
Year 3	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$4,725.05	\$0.00	\$4,725.05
Year 3	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$120.69	\$0.00	\$120.69
Year 3	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$379.89	\$0.00	\$379.89
Year 3	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$349.92	\$0.00	\$349.92
Year 3	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$3,645.00	\$0.00	\$3,645.00
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$8,910.32	\$0.00	\$8,910.32
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$9,180.22	\$0.00	\$9,180.22
Year 3	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$3,780.11	\$0.00	\$3,780.11

Nov 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Total				\$40,095.16	\$0.00
Total					
				\$40,095.16	\$0.00

Nov 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 4	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00
Year 4	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$7,582.68	\$0.00
Year 4	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$1,421.28	\$0.00
Year 4	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$4,725.05	\$0.00
Year 4	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$120.69	\$0.00
Year 4	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$379.89	\$0.00
Year 4	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$349.92	\$0.00
Year 4	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$3,645.00	\$0.00
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$8,910.32	\$0.00
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$9,180.22	\$0.00
Year 4	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$3,780.11	\$0.00
Total				\$40,095.16	\$0.00

Nov 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 5	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00
Year 5	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$7,582.68	\$0.00
Year 5	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$1,421.28	\$0.00
Year 5	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$4,725.07	\$0.00
Year 5	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$120.69	\$0.00
Year 5	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$379.89	\$0.00
Year 5	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$349.92	\$0.00
Year 5	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$3,645.00	\$0.00
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$8,910.34	\$0.00
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$9,180.20	\$0.00
Year 5	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$3,780.10	\$0.00
Total				\$40,095.17	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

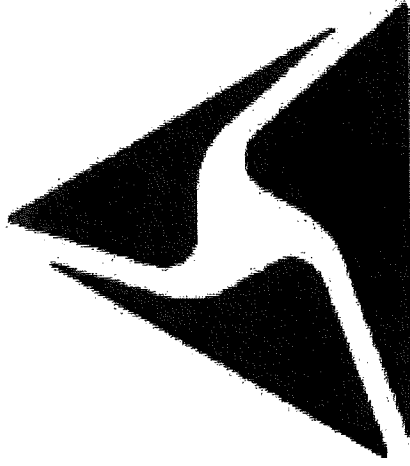
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/26/2022





17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

September 27, 2022

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

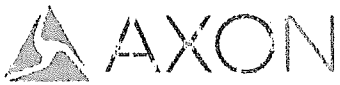
Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search



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Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

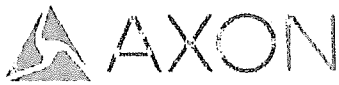
- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



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- interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure



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- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats



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Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable



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password complexity, IP-based access restrictions, and multi-factor authentication support

- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live



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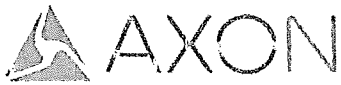
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streaming in CAD.

- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate



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- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534



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5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Mini MOLLE Mount, Axon RapidLock Model: 11703
 - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112
14. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538



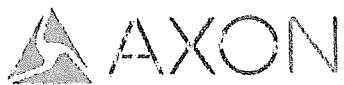
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- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
15. Axon Signal Performance Power Magazine (SPPM) Model: 70116
16. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.



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11. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

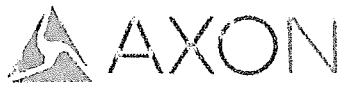
Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

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▲, ▲ AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond,



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RFP #010720
REQUEST FOR PROPOSALS
for
Public Safety Video Surveillance Solutions with Related Equipment, Software
and Accessories

Proposal Due Date: January 7, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 7, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	November 7, 2019
Pre-proposal Conference:	December 2, 2019, 12:00p.m., Central Time
Question Submission Deadline:	December 19, 2019, 4:30 p.m., Central Time
Proposal Due Date:	January 7, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 7, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented

Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, including, but not limited to:
 - a. Portable and mobile video camera and recording solutions, such as body-worn and equipment-mounted devices;
 - b. Permanently mounted or installed video camera and recording solutions designed for law enforcement, first responder, corrections, and EMS:
 - i. vehicles, watercraft, and apparatus; and,
 - ii. common areas, interview rooms, processing and holding areas.
 - c. Related equipment, including automated activation devices, lasers, monitors, recorders, microphones and transmitters; and,
 - d. Related data storage, analysis and management software solutions and applications for self-hosted and cloud-based systems.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories. Proposers may offer related products and

services to the extent that they are complementary to 1a., 1b., and 1c. above, such as;

- a. Accessories, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses; and
- b. Services, including training, installation, administration of warranty programs.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Facility Security Equipment, Systems, and Services with Related Equipment and Supplies (see Sourcewell RFP#031517)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.

2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD\$35 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the

requested equipment, products, or services to Members. Awards may be based on a subcategory.

4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

E. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

F. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

G. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

H. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



11/15/2019

Addendum No. 1

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where is the contract work to be performed?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Question 2:

How do you access the WebEx pre-proposal conference?

Answer 2:

Registered plan takers will receive log-in instructions via email two business days prior to the WebEx pre-proposal conference.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 11/15/2019, is required at the time of proposal submittal.



12/6/2019

Addendum No. 2

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In the Merx public tender listing it states this is for Canada nationwide. Can you confirm that this is indeed for Canada?

Answer 1:

Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Members. Refer to RFP Article I., Section B – Members and Use of the Resulting Contracts. In Canada, this includes municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors), which may include the members of RMA, SARM, SUMA, and AMM, as examples.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/6/2019, is required at the time of proposal submittal.



12/11/2019

Addendum No. 3

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The estimated RFP purchase volume is \$35M, what does that include?

Answer 1:

The RFP anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

How are current standalone cameras connected to networks? How is the data, video or audio currently recorded? Are you looking for a real-time Cloud Storage platform to receive recorded data, time/date stamp? Do you have the legal authority to receive and re-transmit this data for future storage use?

Is there a need to have real-time recording of each audio or video signal transmitted to a Cloud storage site, before law enforcement (IA) has reviewed the recording?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members. A respondent is allowed to

propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Question 3:

Is Sourcewell looking for a Managed Service Solution to purchase material, manage configurations, download IP data/voice and store in a safe, secure manner?

Answer 3:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

How should the Proposal be done to address Canadian and US Customers. Is it preferred to have one contract for both countries? Or a Canadian version for Canadian based customers and a US version for US based customers?

Answer 4:

It is left to the discretion of each proposer to determine and propose the response that best aligns with their business processes and methods. Each individual proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/11/2019, is required at the time of proposal submittal.



12/17/2019

Addendum No. 4

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell allow inclusion of terms and conditions required to sell in Canada?

Answer 1:

A request for modification to the Sourcewell contract template may be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

Question 2:

Will a U.S. based entity be able to subcontract to or sell through a Canadian affiliate?

Answer 2:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Deliver Service" and "Value-Added Attributes", describing their sales or distribution methods and their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

An extension has been requested due to the complexity of the solicitation and to accommodate staff out of the office.

Answer 3:

An extension to the due date is not anticipated at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/17/2019, is required at the time of proposal submittal.



12/20/2019

Addendum No. 5

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a manufacturer that utilizes resellers is submitting a proposal, what information do you require for each reseller that will be included in the proposal?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.”

Question 2:

Will consideration be given to extending the deadline in order to accommodate holidays and staff schedules?

Answer 2:

An extension to the due date is not anticipated at this time.

Question 3:

Will resellers listed in a proposal be permitted to quote directly off of this contract?

Answer 3:

Refer to the Sourcewell template Contract, Section II. C. – Dealers and Distributors, relating to an awarded vendor's obligation to make available a means to validate or authenticate those authorized on the vendor's behalf during the term of the resulting contract.

Question 4:

Has the Admin Fee as a percentage of sales been decided?

Answer 4:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 5:

Is the option for extensions beyond the 4 year base by mutual agreement? What is the total length of time possible for the contract, to include all extension options?

Answer 5:

Refer to RFP Section II. D. – Anticipated Contract Term – "Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members." The most common offer of an extension by Sourcewell is for one additional year, and any extension would require mutual agreement between Sourcewell and an awarded vendor.

Question 6:

Pricing, A. Requirements, 4); Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. (A)How do we show additional pricing that is not part of the product pricing in the bid response? (B) Is there a way to show pricing for variable costs, such as travel expense because the product must be installed by a certified installer?

Answer 6:

Refer to Table 11 – Pricing and Delivery: Questions 54-61. Proposers may describe their pricing model and other factors that encompass the total cost of acquisition. In addition,

it is anticipated that a Proposer will upload relevant pricing materials during Step 2 of the response preparation process in the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/20/2019, is required at the time of proposal submittal.

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: November 1, 2022

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Axon Drones

Account No: 0110401 5839-ARP15 CIP Control No. _____

Budget Amount: \$_____ Account Balance: \$_____ Unbudgeted Amount: \$_____

Fiscal Year: 2023 Source of Funds: Year 1 - ARPA, Following Years - General Fund

Quantity	Description	Value
	Contract agreement for (14) drones, hardware and software licenses	\$ 300,751.20
	FY23 - \$140,370.55	
	FY24 - \$40,095.16	
	FY25 - \$40,095.16	
	FY26 - \$40,095.16	
	FY27 - \$40,095.17	
TOTAL VALUE OF PROJECT		\$ 300,751.20

ABOVE TO BE USED FOR: For drone program purchase and implementation.

RECOMMENDED VENDOR: Business Name: Axon Enterprise, Inc.

Business Address: 17800 N. 85th Street

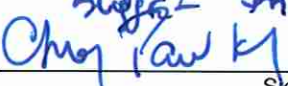
City/State/Zip: Scottsdale, Arizona 85255

Bid/Proposal/Quote No.: Q-418589-44860-864AS Sole Source? ☒ Yes ☐ No

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager <u>COMMENTS</u> This purchase will be made utilizing ARPA funds for the initial purchase. The 4 out year costs will be part of our budget through the reserve fund.  10/27/22	Signature / Date
(2) Purchasing Agent <u>COMMENTS</u>	Signature / Date
(3) Chief Financial Officer <u>COMMENTS</u>	Signature / Date
(4) City Administrator <u>COMMENTS</u>	Signature / Date



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-418589-44860.864AS

Issued: 10/26/2022

Quote Expiration: 11/15/2022

Estimated Contract Start Date: 12/01/2022

Account Number: 110659

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Hagerstown Police Dept.-50 N Burhans Blvd 50 N Burhans Blvd Hagerstown, MD 21740-4661 USA	Hagerstown Police Dept. - MD 50 N Burhans Blvd Hagerstown, MD 21740-4661 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Boyle Phone: Email: kboyle@axon.com Fax:	Nick Varner Phone: (240) 675-3728 Email: nvarner@hagerstownpd.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$300,751.20
ESTIMATED TOTAL W/ TAX	\$300,751.20

Discount Summary

Average Savings Per Year	\$6,150.00
TOTAL SAVINGS	\$30,750.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2022	\$140,370.55	\$0.00	\$140,370.55
Nov 2023	\$40,095.16	\$0.00	\$40,095.16
Nov 2024	\$40,095.16	\$0.00	\$40,095.16
Nov 2025	\$40,095.16	\$0.00	\$40,095.16
Nov 2026	\$40,095.17	\$0.00	\$40,095.17
Total	\$300,751.20	\$0.00	\$300,751.20

Quote Unbundled Price:	\$331,501.20
Quote List Price:	\$331,501.20
Quote Subtotal:	\$300,751.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	60	\$183.34	\$183.34	\$183.34	\$66,002.40	\$0.00	\$66,002.40
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	60	\$283.34	\$283.34	\$283.34	\$68,001.60	\$0.00	\$68,001.60
CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	60	\$116.67	\$116.67	\$116.67	\$28,000.80	\$0.00	\$28,000.80
A la Carte Hardware									
100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32			\$329.00	\$329.00	\$10,528.00	\$0.00	\$10,528.00
100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4			\$14,042.00	\$14,042.00	\$56,168.00	\$0.00	\$56,168.00
12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6			\$469.00	\$469.00	\$2,814.00	\$0.00	\$2,814.00
12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6			\$6,500.00	\$4,500.00	\$27,000.00	\$0.00	\$27,000.00
12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4			\$648.00	\$648.00	\$2,592.00	\$0.00	\$2,592.00
12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6			\$149.00	\$149.00	\$894.00	\$0.00	\$894.00
100535	AXON AIR, PARSEC LTE-1700	1			\$7,500.00	\$3,750.00	\$3,750.00	\$0.00	\$3,750.00
A la Carte Software									
100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	60		\$291.67	\$291.67	\$35,000.40	\$0.00	\$35,000.40
A la Carte Services									
100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1			\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$300,751.20	\$0.00	\$300,751.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	11/01/2022
A la Carte	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	11/01/2022
A la Carte	100535	AXON AIR, PARSEC LTE-1700	1	11/01/2022
A la Carte	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	11/01/2022
A la Carte	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	11/01/2022
A la Carte	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	11/01/2022
A la Carte	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	11/01/2022

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	6	12/01/2022	11/30/2027
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	6	12/01/2022	11/30/2027
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	6	12/01/2022	11/30/2027
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR, UAS LICENSE (CLASS 2)	4	12/01/2022	11/30/2027
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	4	12/01/2022	11/30/2027
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	4	12/01/2022	11/30/2027
AXON AIR, CLASS M UAS BUNDLE	100582	AXON AIR, UAS LICENSE (CLASS M)	4	12/01/2022	11/30/2027
AXON AIR, CLASS M UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	4	12/01/2022	11/30/2027
AXON AIR, CLASS M UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	4	12/01/2022	11/30/2027
A la Carte	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	12/01/2022	11/30/2027

Services

Bundle	Item	Description	QTY
A la Carte	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1

Payment Details

Nov 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00	\$0.00
Year 1	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$25,837.28	\$0.00	\$25,837.28
Year 1	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$4,842.88	\$0.00	\$4,842.88
Year 1	100535	AXON AIR, PARSEC LTE-1700	1	\$3,750.00	\$0.00	\$3,750.00
Year 1	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$16,100.18	\$0.00	\$16,100.18
Year 1	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$411.24	\$0.00	\$411.24
Year 1	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$1,294.44	\$0.00	\$1,294.44
Year 1	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$1,192.32	\$0.00	\$1,192.32
Year 1	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$12,420.00	\$0.00	\$12,420.00
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$30,361.10	\$0.00	\$30,361.10
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$31,280.74	\$0.00	\$31,280.74
Year 1	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$12,880.37	\$0.00	\$12,880.37
Total				\$140,370.55	\$0.00	\$140,370.55

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00	\$0.00
Year 2	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$7,582.68	\$0.00	\$7,582.68
Year 2	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$1,421.28	\$0.00	\$1,421.28
Year 2	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$4,725.05	\$0.00	\$4,725.05
Year 2	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$120.69	\$0.00	\$120.69
Year 2	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$379.89	\$0.00	\$379.89
Year 2	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$349.92	\$0.00	\$349.92
Year 2	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$3,645.00	\$0.00	\$3,645.00
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$8,910.32	\$0.00	\$8,910.32
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$9,180.22	\$0.00	\$9,180.22
Year 2	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$3,780.11	\$0.00	\$3,780.11
Total				\$40,095.16	\$0.00	\$40,095.16

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00	\$0.00
Year 3	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$7,582.68	\$0.00	\$7,582.68
Year 3	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$1,421.28	\$0.00	\$1,421.28
Year 3	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$4,725.05	\$0.00	\$4,725.05
Year 3	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$120.69	\$0.00	\$120.69
Year 3	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$379.89	\$0.00	\$379.89
Year 3	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$349.92	\$0.00	\$349.92
Year 3	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$3,645.00	\$0.00	\$3,645.00
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$8,910.32	\$0.00	\$8,910.32
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$9,180.22	\$0.00	\$9,180.22
Year 3	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$3,780.11	\$0.00	\$3,780.11

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$40,095.16	\$0.00	\$40,095.16

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00	\$0.00
Year 4	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$7,582.68	\$0.00	\$7,582.68
Year 4	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$1,421.28	\$0.00	\$1,421.28
Year 4	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$4,725.05	\$0.00	\$4,725.05
Year 4	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$120.69	\$0.00	\$120.69
Year 4	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$379.89	\$0.00	\$379.89
Year 4	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$349.92	\$0.00	\$349.92
Year 4	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$3,645.00	\$0.00	\$3,645.00
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$8,910.32	\$0.00	\$8,910.32
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$9,180.22	\$0.00	\$9,180.22
Year 4	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$3,780.11	\$0.00	\$3,780.11
Total				\$40,095.16	\$0.00	\$40,095.16

Nov 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100485	AXON AIR, REMOTE OPERATIONS ON-BOARDING	1	\$0.00	\$0.00	\$0.00
Year 5	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	4	\$7,582.68	\$0.00	\$7,582.68
Year 5	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	32	\$1,421.28	\$0.00	\$1,421.28
Year 5	100588	AXON AIR, REMOTE ADD-ON (CLASS 2)	2	\$4,725.07	\$0.00	\$4,725.07
Year 5	12301	AXON AIR, DJI MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	6	\$120.69	\$0.00	\$120.69
Year 5	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	6	\$379.89	\$0.00	\$379.89
Year 5	12341	AXON AIR, DJI MAVIC MINI 2 FLY MORE BUNDLE	4	\$349.92	\$0.00	\$349.92
Year 5	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	6	\$3,645.00	\$0.00	\$3,645.00
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	6	\$8,910.34	\$0.00	\$8,910.34
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	4	\$9,180.20	\$0.00	\$9,180.20
Year 5	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	4	\$3,780.10	\$0.00	\$3,780.10
Total				\$40,095.17	\$0.00	\$40,095.17

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/26/2022





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To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search



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Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



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- interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure



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- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats



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Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable



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password complexity, IP-based access restrictions, and multi-factor authentication support

- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live



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streaming in CAD.

- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate



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- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534



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5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Mini MOLLE Mount, Axon RapidLock Model: 11703
 - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112
14. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538



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- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

15. Axon Signal Performance Power Magazine (SPPM) Model: 70116

16. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.



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11. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

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**RFP #010720
REQUEST FOR PROPOSALS
for
Public Safety Video Surveillance Solutions with Related Equipment, Software
and Accessories**

Proposal Due Date: January 7, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 7, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	November 7, 2019
Pre-proposal Conference:	December 2, 2019, 12:00p.m., Central Time
Question Submission Deadline:	December 19, 2019, 4:30 p.m., Central Time
Proposal Due Date:	January 7, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 7, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented

Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, including, but not limited to:
 - a. Portable and mobile video camera and recording solutions, such as body-worn and equipment-mounted devices;
 - b. Permanently mounted or installed video camera and recording solutions designed for law enforcement, first responder, corrections, and EMS:
 - i. vehicles, watercraft, and apparatus; and,
 - ii. common areas, interview rooms, processing and holding areas.
 - c. Related equipment, including automated activation devices, lasers, monitors, recorders, microphones and transmitters; and,
 - d. Related data storage, analysis and management software solutions and applications for self-hosted and cloud-based systems.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories. Proposers may offer related products and

services to the extent that they are complementary to 1a., 1b., and 1c. above, such as;

- a. Accessories, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses; and
- b. Services, including training, installation, administration of warranty programs.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Facility Security Equipment, Systems, and Services with Related Equipment and Supplies (see Sourcewell RFP#031517)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.

2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD\$35 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the

requested equipment, products, or services to Members. Awards may be based on a subcategory.

4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

E. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

F. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

G. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

H. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - o Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - o A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

Sourcewell RFP #010720

Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Page 11

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



11/15/2019

Addendum No. 1

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where is the contract work to be performed?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Question 2:

How do you access the WebEx pre-proposal conference?

Answer 2:

Registered plan takers will receive log-in instructions via email two business days prior to the WebEx pre-proposal conference.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 11/15/2019, is required at the time of proposal submittal.



12/6/2019

Addendum No. 2

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In the Merx public tender listing it states this is for Canada nationwide. Can you confirm that this is indeed for Canada?

Answer 1:

Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Members. Refer to RFP Article I., Section B – Members and Use of the Resulting Contracts. In Canada, this includes municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors), which may include the members of RMA, SARM, SUMA, and AMM, as examples.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/6/2019, is required at the time of proposal submittal.



12/11/2019

Addendum No. 3

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The estimated RFP purchase volume is \$35M, what does that include?

Answer 1:

The RFP anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

How are current standalone cameras connected to networks? How is the data, video or audio currently recorded? Are you looking for a real-time Cloud Storage platform to receive recorded data, time/date stamp? Do you have the legal authority to receive and re-transmit this data for future storage use?

Is there a need to have real-time recording of each audio or video signal transmitted to a Cloud storage site, before law enforcement (IA) has reviewed the recording?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members. A respondent is allowed to

propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Question 3:

Is Sourcewell looking for a Managed Service Solution to purchase material, manage configurations, download IP data/voice and store in a safe, secure manner?

Answer 3:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

How should the Proposal be done to address Canadian and US Customers. Is it preferred to have one contract for both countries? Or a Canadian version for Canadian based customers and a US version for US based customers?

Answer 4:

It is left to the discretion of each proposer to determine and propose the response that best aligns with their business processes and methods. Each individual proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/11/2019, is required at the time of proposal submittal.



12/17/2019

Addendum No. 4

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell allow inclusion of terms and conditions required to sell in Canada?

Answer 1:

A request for modification to the Sourcewell contract template may be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

Question 2:

Will a U.S. based entity be able to subcontract to or sell through a Canadian affiliate?

Answer 2:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Deliver Service" and "Value-Added Attributes", describing their sales or distribution methods and their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

An extension has been requested due to the complexity of the solicitation and to accommodate staff out of the office.

Answer 3:

An extension to the due date is not anticipated at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/17/2019, is required at the time of proposal submittal.



12/20/2019

Addendum No. 5

Solicitation Number: RFP 010720

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a manufacturer that utilizes resellers is submitting a proposal, what information do you require for each reseller that will be included in the proposal?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.”

Question 2:

Will consideration be given to extending the deadline in order to accommodate holidays and staff schedules?

Answer 2:

An extension to the due date is not anticipated at this time.

Question 3:

Will resellers listed in a proposal be permitted to quote directly off of this contract?

Answer 3:

Refer to the Sourcewell template Contract, Section II. C. – Dealers and Distributors, relating to an awarded vendor’s obligation to make available a means to validate or authenticate those authorized on the vendor’s behalf during the term of the resulting contract.

Question 4:

Has the Admin Fee as a percentage of sales been decided?

Answer 4:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 5:

Is the option for extensions beyond the 4 year base by mutual agreement? What is the total length of time possible for the contract, to include all extension options?

Answer 5:

Refer to RFP Section II. D. – Anticipated Contract Term – “Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.” The most common offer of an extension by Sourcewell is for one additional year, and any extension would require mutual agreement between Sourcewell and an awarded vendor.

Question 6:

Pricing, A. Requirements, 4); Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. (A)How do we show additional pricing that is not part of the product pricing in the bid response? (B) Is there a way to show pricing for variable costs, such as travel expense because the product must be installed by a certified installer?

Answer 6:

Refer to Table 11 – Pricing and Delivery: Questions 54-61. Proposers may describe their pricing model and other factors that encompass the total cost of acquisition. In addition,

it is anticipated that a Proposer will upload relevant pricing materials during Step 2 of the response preparation process in the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/20/2019, is required at the time of proposal submittal.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Pre-Owned Vehicle Purchase for Hagerstown Police Department

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_Pre-Owned_Vehicle_Purchase_-_HPD.pdf

QUOTES.pdf

CONSENT_FORM.pdf

Description

Motion - Pre-Owned Vehicle
Purchase

Quotes

Consent Form

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 1, 2022

TOPIC: Approval for a Pre-Owned Vehicle Purchase

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of the purchase of a used vehicle from Hagerstown Ford to be utilized by HPD's Crime Suppression Unit.

This purchase will be made with funds Hagerstown Police Department's CIP account.

DATE OF PASSAGE: November 1, 2022



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

October 27, 2022

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, *PJK*
Chief of Police

Ref: Vehicle Purchase

Hagerstown Police Department is requesting Mayor & Council approval to purchase a 2019 Dodge Journey from Hagerstown Ford. This vehicle will be utilized by HPD's Crime Suppression Unit.

The cost of this vehicle is \$24,530.00 and will be paid for from Hagerstown Police Department's CIP account.

A Nationally Accredited Law Enforcement Agency





PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: November 1, 2022

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Pre-Owned Dodge Journey

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: \$ 544,690 Account Balance: \$ 144,960 Unbudgeted Amount: \$ —

Fiscal Year: FY23 Source of Funds: Vehicle CIP : Transfers from GF

Quantity	Description	Value
1	2019 Dodge Journey	\$ 24,530.00
TOTAL VALUE OF PROJECT		\$24,530.00

ABOVE TO BE USED FOR: Crime Suppression Unit

RECOMMENDED VENDOR: Business Name: Hagerstown Ford
Business Address: 1714 Massey Boulevard
City/State/Zip: Hagerstown, Maryland 21740

Bid/Proposal/Quote No.: _____ Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Carvana	Bethesda, Maryland	\$28,695.00
Edmunds Dodge	Waldorf, Maryland	\$37,885.00

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

This is a vehicle for our new Crime Suppression Unit. The funds for the purchase is coming from CO129 Vehicle CIP fund.
 Chris Paul 10/27/22

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Recommend approval. Jason Miller 10/27/22

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Aden 10/27/22

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McQuarrie 10/27/22

Signature / Date



Fast & Easy

Customer: CITY OF HAGERSTOWN
Address: 1 E. FRANKLIN ST
City: HAGERSTOWN
State: MD
Zip Code: 21740
Driver's License:
Phone: (301) 739-8577
Email: tlangston@hagerstownpd.org

Trade Information

Make: Model:
Year: Mileage:
VIN:

Vehicle of Interest

Stock #: 55381B
Make: DAIMLER DODGE
Model: JOURNEY
Year: 2019 Mileage: 42,000
VIN: 3c4pddgg1kt765060
Color: GRAY

MSRP	\$26,500.00
Discount	\$2,500.00
Rebate	\$0.00
Sale Price	\$24,000.00
Trade Allowance	\$0.00
Trade Payoff	\$0.00
Trade Equity (+/-)	\$0.00
Accessories	\$0.00
We Owe	\$0.00
Processing Charge	\$500.00
Sub Total	\$24,500.00
Tax	\$0.00
Tag Fee	\$30.00
Down Payment	\$0.00
Remaining Balance	\$24,530.00

Retail

Rate: 0.00%
Down Payment: \$0.00
Rebates: \$0.00
\$24,530.00

Customer Signature

Date

10/26/22

Manager Approval

Date

10/26/22

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SIGN IN

2019 Dodge Journey

GT Sport Utility 4D • 24,320 miles

\$26,590

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2019 DODGE JOURNEY
GT SPORT UTILITY 4D

\$26,590

24,320 Miles

GET STARTED

PRICE DETAILS

Pay Once

\$28,695

Vehicle Price	\$26,590
Tax, Title, Registration	\$1,915
Shipping	\$190
Bagus Fees	NEVER
Total Cash Price	\$28,695

START YOUR PURCHASE

Pay Monthly

\$518-\$624

It's an estimate. ☹️

Get personalized down/monthly payments within 2 minutes, and no impact to your credit score.

Roughly 80% of customers finance with us.

GET YOUR TERMS



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Used

Reviews

 1 Photo

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[Summary](#) [History](#) [Options](#) [Features](#) [Calculator](#) [Dealer](#) [Reviews](#) Save

Used

2019 Dodge Journey

GT 4dr SUV AWD (3.6L 6cyl 6A)

VIN: 3C4PDDEG6KT837017 Stock: 191468

\$ 37,995.00

Vehicle Summary



7,448 Miles

Ext: Redline 2 Pearl Coat

Int: Black/Red Leather



Gas Engine



Automatic Transmission



All Wheel Drive



16 City / 24 Hwy ⓘ



283 Horsepower



Max Towing Capacity: 2,500 lbs.



7 Seats ⓘ

\$37,885

Est. Loan: \$726/mo

HE McGonigal Cadillac (Kokomo, IN)

[Call Dealer](#) [Report a problem](#)[Also Consider](#)**2023 Volvo XC90 Mild-Hybrid***Go the Extra Mile*[VolvoCars.us](#) **Similar Dodge Journeys Near You** [View all >](#)[↓ Price Drop](#)

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This vehicle is offered as of 10/27/2022 and is offered subject to prior sale; accordingly, there is no guarantee that this vehicle will not be sold to another buyer. We make every effort to provide accurate information, but please verify with the dealer before purchasing.

Price excludes government fees and taxes, any finance charges, emissions testing, the cost of optional equipment selected by the purchaser, and any charges for dealer documentation/processing fees (except that the price may include a dealer documentation/processing fee in states where required to be included in the advertised price).

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Fast & Easy

Customer: CITY OF HAGERSTOWN Address: 1 E. FRANKLIN ST City: HAGERSTOWN State: MD Zip Code: 21740 Driver's License: Phone: (301) 739-8577 Email: tlangston@hagerstownpd.org	MSRP \$26,500.00 Discount \$2,500.00 Rebate \$0.00 Sale Price \$24,000.00 Trade Allowance \$0.00 Trade Payoff \$0.00 Trade Equity (+/-) \$0.00 Accessories \$0.00 We Owe \$0.00 Processing Charge \$500.00 Sub Total \$24,500.00 Tax \$0.00 Tag Fee \$30.00 Down Payment \$0.00 Remaining Balance \$24,530.00
Trade Information Make: Model: Year: Mileage: VIN:	
Vehicle of Interest Stock #: 55381B Make: DAIMLER DODGE Model: JOURNEY Year: 2019 Mileage: 42,000 VIN: 3c4pddgg1kt765060 Color: GRAY	

Retail
Rate: 0.00%
Down Payment: \$0.00
Rebates: \$0.00
\$24,530.00

Customer Signature

Date

10/26/22

Manager Approval

Date

10/26/22

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SEARCH CARS SELL/TRADE FINANCING CAR FINDER

SIGN IN

2019 Dodge Journey

GT Sport Utility 4D • 24,320 miles

\$26,590

VIEW MORE CARS

GET STARTED



2019 DODGE JOURNEY
GT SPORT UTILITY 4D

\$26,590

24,320 Miles

GET STARTED

PRICE DETAILS

Pay Once

\$28,695

Vehicle Price	\$26,590
Tax, Title, Registration	\$1,915
Shipping ⓘ	\$190
Bogus Fees	NEVER
Total Cash Price	\$28,695

START YOUR PURCHASE

Pay Monthly

\$518-\$624

This is an estimate ⓘ

Get personalized down/monthly payments within 2 minutes, and no impact to your credit score.

Roughly 80% of customers finance with us

GET YOUR TERMS



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1 Photo

Stock photo; photos of this vehicle are not available.**

[Summary](#) [History](#) [Options](#) [Features](#) [Calculator](#) [Dealer](#) [Reviews](#)[Save](#)

Used

2019 Dodge Journey

GT 4dr SUV AWD (3.6L 6cyl 6A)

VIN: 3C4PDDEG6KT837017 Stock: 191468

\$37,995.00

Vehicle Summary



7,448 Miles



Ext: Redline 2 Pearl Coat



Int: Black/Red Leather



Gas Engine



Automatic Transmission



All Wheel Drive



16 City / 24 Hwy ⓘ



283 Horsepower



Max Towing Capacity: 2,500 lbs.



7 Seats ⓘ

\$37,885

Est. Loan: \$726/mo

HE McGonigal Cadillac (Kokomo, IN)

[Call Dealer](#) [Report a problem](#)[Also Consider](#)**2023 Volvo XC90 Mild-Hybrid***Go the Extra Mile*[VolvoCars.us](#) **Similar Dodge Journeys Near You** [View all >](#)[↓ Price Drop](#)

Most helpful consumer reviews

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PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: November 1, 2022

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Pre-Owned Dodge Journey

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: \$ _____ Account Balance: \$ _____ Unbudgeted Amount: \$ _____

Fiscal Year: FY23 Source of Funds: Vehicle CIP

Quantity	Description	Value
1	2019 Dodge Journey	\$ 24,530.00
TOTAL VALUE OF PROJECT		\$24,530.00

ABOVE TO BE USED FOR: Crime Suppression Unit

RECOMMENDED VENDOR: Business Name: Hagerstown Ford

Business Address: 1714 Massey Boulevard

City/State/Zip: Hagerstown, Maryland 21740

Bid/Proposal/Quote No.: _____ Sole Source? Yes ☒ No ☐

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

This is a vehicle for our new Crime Suppression Unit
 The funds for the purchase is coming from CO129 Vehicle Cap Fund.
 Chry Paulk 10/27/22

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date